LABOR AGREEMENT

BETWEEN

HYATT CORPORATION, AS AGENT FOR

HOTEL INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,

D/B/A GRAND HYATT SAN ANTONIO

AND

UNITE HERE, LOCAL 23

January 1, 2020 – December 31, 2024
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AGREEMENT

This Agreement signed this _____ of January, 2020, between Hyatt Corporation as agent for HOTEL INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A GRAND HYATT SAN ANTONIO, which employs employees at Grand Hyatt San Antonio located at 600 E. Market Street, San Antonio, Texas 78205 (hereinafter called the “Employer”, “Hyatt” or “Hotel”) and UNITE HERE Local 23, (hereinafter called the “Union”) collectively, the “Parties”. This Agreement will be effective beginning on the 1st day of January, 2020 between Employer and Union.

ARTICLE 1 – PURPOSE OF AGREEMENT

Section 1.1 Both the Employer and the Union encourage orderly, peaceful and mutually respectful relations between management and employees, and uninterrupted operations. Both the Employer and the Union encourage attitudes and relationships based on full understanding of and regard for the rights and responsibilities of the customers/patrons, Employer, Union, and employees.

Section 1.2. It is recognized that this Agreement is made for the mutual benefit of all Parties, and that it is the obligation of Hyatt and the Union to cooperate fully for the advancement of the purposes for which this Agreement is made.

ARTICLE 2 – RECOGNITION

Section 2.1. The Employer agrees to recognize the Union as the sole and exclusive bargaining representative with respect to wages, hours and other conditions of employment for all regular full-time and regular part-time employees employed by the Employer in the classifications listed in Schedule A.

All other employees employed by the Employer are excluded from recognition including, all recreational, valet, audio visual, front desk, concierge, engineering, PBX, J-1, H2B and other Visa employees, training interns and externs, administrative, office, clerical sales, and all supervisors and guards as defined in the National Labor Relations Act.

Employees employed by the third party operated restaurant, currently occupied by Ruth Chris are not part of the bargaining unit and shall not be represented by the Union.

Section 2.2. In the event that the parties agree, or the National Labor Relations Board directs, that any new classifications established by the Employer appropriately belong in the bargaining unit covered by this Agreement, the Parties shall meet to negotiate appropriate rates of pay and conditions for such classifications and they shall be included in this Agreement. If the Parties are unable to agree, each of the Parties agrees to submit its last, best and final proposal to final and binding arbitration. The arbitrator shall not have the authority to modify, alter, amend, supplement, and to or delete from either Party’s last, best and final proposal. The proposal selected by the arbitrator shall become part of this Agreement as of the date of the arbitrator’s decision.
Section 2.3. The sole purpose of this Article is to identify the categories of the employees in the bargaining unit, and this provision shall not be construed or interpreted so as to impose obligations or confer rights upon the Parties beyond that of recognition in the bargaining unit.

Section 2.4. In the event of a reorganization of the Union currently covered hereunder, this Agreement will be amended, upon written proper and adequate notice to the Hotel, to substitute the new names and/or local union numbers as Parties hereto.

**ARTICLE 3 – CHECKOFF**

Section 3.1. Checkoff:

(a) Any employee who is a member of the Union may sign and furnish to Hyatt an approved, revocable, authorization in writing directing and authorizing Hyatt to deduct his or her Union dues and initiation fee from his/her paycheck. Pursuant to such authorization, Hyatt shall make monthly deductions for dues and fees as instructed by the Secretary-Treasurer of the Union from the first two paychecks of each month. If the wages are insufficient to make the deduction, Hyatt shall make the deduction that month from the next paycheck, which has sufficient wages for the deduction. If no deduction is made for the UNION dues in the month, Hyatt will make up the deduction in the following month from the paycheck following the paycheck from which deductions for current dues were made.

(b) For all On-Call Banquet employees and On-Call Events Housepersons defined under Section 37 of this Agreement, upon receipt of such written authorization from the employee in the same form as in Section 3.1(a) above, Hyatt agrees to deduct a daily permit fee as determined by the Union, provided that Hyatt shall not, in any calendar month, deduct from an employee more than the monthly union dues. The daily permit fee may be modified by the Union with reasonable written notice to the Employer.

Section 3.2. Except for the deduction of the initiation fee, reinstatement fee or other special fees as instructed by the Secretary-Treasurer of the Union, in no case shall Hyatt deduct more than two month’s dues during any one month, or more than one month’s dues from any single paycheck. Deductions for missed dues payments shall be made at the rate of one extra deduction per pay period until the missed dues are paid.

Section 3.3 No later than the tenth (10th) day of each month, Hyatt shall submit one check for the previous month’s dues deductions together with one list of all bargaining unit employees, showing their names, their social security numbers (or the last four (4) digits of same), their dates of hire, hours worked, the total amount deducted from each employee each month, and the reason if no deduction was made. The list shall be emailed to the Union office in ASCII text delimited or comma separated value formats. The Union office may approve other formats, such as a Microsoft Excel format or a Sylk format. Alternately, Hyatt shall deposit the list in an electronic format approved by the Union on the Union’s FTP site.

Section 3.4. Each month together with the check and the bargaining unit list described above, Hyatt will provide the following additional information: a list of the previous month’s hires showing name, social security number (or the last four (4) digits of same), address, date of hire, hourly wage, phone number, e-mail address (to the extent Hyatt has them) and job classification;
a list of the previous month’s terminations, including name, social security number (or the last four (4) digits of same) and date of termination; and a list of employees on leave of absence, showing the names, social security number (or the last (4) digits of same), date the leave began, date of expected return to work and type of leave.

Section 3.5. If a provision of this Article is found not to conform to applicable law, the Parties agree to amend the provision to comply with applicable law.

Section 3.6. Hyatt shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, job classification, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The Parties acknowledge that Hyatt’s costs of administration of this PAC payroll deduction have been taken into account by the Parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. Hyatt shall send these transmittals and this list to: UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001, Attn: Treasurer.

Section 3.7. Indemnity. The Union shall indemnify, defend and hold Hyatt harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken, or not taken, by Hyatt to comply with this Article.

ARTICLE 4 – VISITATION, NOTICES AND SHOP STEWARD

Section 4.1. Properly authorized representatives of the Union shall be permitted to investigate the standing of all employees and to investigate conditions and to see that the terms of this Agreement are being observed, provided that they shall first check in with Security and obtain a visitor’s pass before entering the Hotel premises. Said representatives shall be permitted to conduct such investigations not to be held during rush hours or in public areas accessible to guests. Any interaction in public areas shall be limited to Union representatives signaling employees that they are in the property and available to meet. Employer will provide a private meeting space, if available. The Union shall designate in writing to the Employer the name(s) of its authorized representative(s) who may exercise the Union’s access rights. Any Union representative not so designated may be denied access to the premises, unless accompanied by an authorized Union representative.

Section 4.2. The Employer agrees to provide the Union with a glass enclosed bulletin board for the posting of the Union business notices. Union notices shall not contain any information disparaging Hyatt and/or its employees or its related entities.

Section 4.3. The Union shall designate in writing a maximum of fifteen (15) Shop Stewards to represent employees covered by this Agreement for the purpose of settling all grievances between the Employer and employees, such Shop Stewards being primarily responsible for
employees within their own department. The activities of the Shop Steward shall not interfere with the performance of their work or the operations of the Employer.

Section 4.4. In the event a mutually agreed upon meeting is held during the scheduled working hours of an employee and the Shop Steward (limited to one (1) Shop Steward), said employee and Shop Steward shall be paid their normal hourly wage rate.

Section 4.5. Shop Stewards and committee members employed by the Hotel may perform their duties on behalf of the Union on the premises of the Hotel during non-working or off-duty timeln any circumstance, all off duty employees are required to check-in at the Security desk upon entering the Hotel and may be in the employee dining room, break areas and other non-working areas and may attend meetings with management as requested.

Section 4.6. All employees shall be permitted to wear one (1) official Union button while on duty; provided, however that the Union button shall not exceed one-and-a-half (1 ½) inches in diameter, and provided, however, that the Union button shall be worn beneath the employee’s nametag.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 5.1. Except to the extent clearly and expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent rights, privileges, and prerogatives, to manage the business as such rights existed prior to the execution of this Agreement with the Union.

Section 5.2. Except to the extent clearly and expressly abridged by a specific provision of this Agreement, the management of the Employer’s business and direction of the working forces shall be vested exclusively in the Employer. Without limiting the generality of the foregoing and by way of illustration, but not limited in any way to the following or similarly related matters, such function of management includes the right to plan, direct, expand, control, curtail, reduce, initiate, modify, and/ or terminate all or part of its operations; to hire, to assign, to transfer, to promote, to train, to suspend, to discharge and to discipline employees for just cause; to relieve employees from duty for lack of work, low guest occupancy or for other legitimate reasons; to transfer work from one job to another or from one department or division to another and to temporarily transfer employees from job to job; to discontinue processes or operations or to discontinue their performance by employees of the Employer; to introduce any new or improved methods, facilities, or operations; to determine work schedules including the hours of work, the workday, the workweek, the number of shifts and the starting and ending time of each meal time and any break period of any and/ or all employees; to determine the size of the working force and the amount and kind of supervision necessary; to determine whether and to what extent work, departments, or operations shall be leased or contracted out or be done by independent contractors; and temporary employees in accordance with Appendix B; to determine the machinery, equipment and materials to be used, the type of operations, the schedule, sequence, method and processes of guest service and the amount of work needed; to determine the disposition of and the source of materials, supplies and products; to establish and maintain job requirements and the standards of service, production, quality and inspection; to supervise the working force including the scheduling, allocation and assignment of work and working hours.
and the determination of the classification and manner of performance of each employee’s work; to maintain discipline and efficiency, determine the qualifications of employees; to promulgate necessary rules, regulations and policies governing the conduct of working forces and the operations of the business, together with reasonable penalties for violation thereof; and to otherwise take such measures as the Employer may determine to be necessary, for the orderly, efficient and profitable operation of the Employer.

Section 5.3. The Employer shall have the right to subcontract in accordance with the provisions of this Agreement.

Section 5.4. The Employer shall have the right to establish, maintain, enforce, rescind, amend or change Employer house rules and regulations, including safety rules, which will govern the conduct of the employees on the premises and the manner in which they shall treat the Hotel’s guests and patrons, provided that such rules and regulations are not in conflict with the specific provisions of this Agreement. All written rules, amendments, revision or changes will be posted by the Employer, and a copy of the same furnished to the Union ten (10) calendar days in advance of posting. If the Union believes that such rules are in violation from this Agreement, the Union shall grieve within fourteen (14) calendar days from receipt of the changes pursuant to the grievance and arbitration process as outlined in this Agreement. Failure to file a grievance within fourteen (14) calendar days will waive the Union’s right to challenge the changes.

Section 5.5. The Employer publishes an Employee Handbook, which contains information, policies and procedures important for its employees. The Employer reserves the right to amend the Handbook. The provisions of the Handbook are intended to apply to employees covered by this Agreement, except where this Agreement conflicts with the Handbook, in which cases this Agreement shall govern. Changes to the Employee Handbook will be posted by the Employer, and a copy of the same furnished to the Union ten (10) calendar days in advance of posting. If the Union believes that changes which pertain to terms and conditions of employment, except in cases where a benefit contained in the Handbook is modified or eliminated on a company-wide basis, are in violation of this Agreement, the Union shall grieve within fourteen (14) calendar days from receipt of the changes pursuant to the grievance and arbitration process as outlined in this Agreement.

Section 5.6. The Employer by not exercising any function hereby reserved to it or exercising any function in a particular way, shall not be deemed to have waived the right to exercise such function or to be precluded from exercising the function in some other way not in conflict of the express provisions of this Agreement.

**ARTICLE 6 – INDIVIDUAL AGREEMENTS**

Section 6.1. The Employer shall not enter into an agreement with any employee covered by this Agreement the terms of which conflict with any of the terms of this Agreement.

Section 6.2. Any additions, deletions or modification to this Collective Bargaining Agreement shall be in writing and signed by an authorized agent of the Union and the General Manager of the Hotel or designee.
ARTICLE 7 - DISCIPLINE, RULES AND REGULATIONS; TRACKS OF DISCIPLINE
AND A&P POLICY

Section 7.1. The Employer has the right to discipline or discharge provided there is just cause
for non-probationary employees to support such action. Probationary employees shall not have
access to the grievance procedure.

Section 7.2. Disciplinary notices shall be issued to an employee within fourteen (14) calendar
days, or in the case of a violation of Hyatt’s sexual harassment policies, thirty-one (31) calendar
days of actual knowledge (or reasonably should have had knowledge) of the incident by any
member of the Hotel’s Leadership Committee. This time period may be extended by mutual
agreement. An employee’s signature on a disciplinary notice is strictly an acknowledgement of
receipt of said discipline and shall not constitute an admission of guilt in any way. The Employer
shall provide a copy of the disciplinary notice to the employee.

Section 7.3. Misconduct notices: No disciplinary warning may be considered for the purpose
of further progressive discipline for longer than twelve (12) months from the date it was issued
provided, however this does not apply to disciplinary warnings relating to workplace violence or
harassment, which may be considered at any time. The foregoing does not prevent the Employer
from introducing any misconduct notice to impeach a claim that an employee has a clean record
and, further, the Employer may use such notices in other legal proceedings. Time spent away
from active employment shall not be included in the twelve (12) months.

Section 7.4. An employee may request the attendance of a Shop Steward at an investigatory
interview where the employee reasonably and in good faith believes discipline may result from
such investigatory interview. It is understood that the Hotel shall assume no financial obligation
if the affected employee requests the presence of a Shop Steward who is off duty and the off-
duty steward comes into work; however, the Hotel shall not be required to delay the meeting if
another Shop Steward is available. The refusal of a Shop Steward to participate in an
investigatory interview shall not be grounds for rescheduling of the meeting.

Section 7.5. All written discipline shall promptly be given to the Union within three (3)
business days (“business days” does not include weekends or holidays) of its presentation to the
employee.

Section 7.6. The Parties agree that bargaining unit employees are subject to the Hotel’s policies
with regard to attendance and punctuality, cash handling and discipline. Each of these policies
shall be considered a separate progressive disciplinary track for which violations shall not be
intermingled. The progressive disciplinary tracks are as follows;
<table>
<thead>
<tr>
<th>Attendance/Punctuality</th>
<th>Cash Handling</th>
<th>All Other Disciplinary Issues</th>
</tr>
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<tbody>
<tr>
<td>· Written # 1</td>
<td>· Verbal Warning</td>
<td>· Verbal Warning</td>
</tr>
<tr>
<td>· Written # 2</td>
<td>· Written # 1</td>
<td>· Written # 1</td>
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<td>· Written # 3</td>
<td>· Written # 2</td>
<td>· Written # 2</td>
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<tr>
<td>· Written # 4</td>
<td>· Final Warning</td>
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Depending on the circumstances of a particular situation, discipline may begin at any of the above referenced steps.

Section 7.7. The Employer shall continue to use its Attendance and Punctuality occurrence accrual system, as amended for tardiness and no-call/no-shows, attached as Appendix C.

ARTICLE 8 – GRIEVANCE AND ARBITRATION

Section 8.1. All timely claims, disputes, and grievances arising between the Parties involving questions of interpretation or application of any section of this Agreement shall be resolved in the following manner.

Step 1 – An employee, either on his own, or represented by a shop steward shall first attempt to resolve the grievance with the department manager or designated Employer representative.

Step 2 – In the event that the grievance is not resolved in Step 1 with the department manager, the Union must submit the written grievance to the Employer’s Director of Human Resources or designee within thirty (30) calendar days of the occurrence of the incident on which the grievance is based. The clock starts when the grievant has knowledge, or reasonably should have had knowledge, of the incident. The written grievance shall contain the section of the Agreement in dispute along with a brief description of the underlying facts. The Director of Human Resources or designee along with the Union shall, within fourteen (14) calendar days of receipt of the grievance, hold a Step 2 grievance meeting to resolve the grievance unless said time period is mutually extended by the Parties in writing. A decision will be issued to the grievant and the Union within fourteen (14) calendar days of the Step 2 grievance meeting. A grievance involving suspension, termination and/ or issues affecting more than one employee in one or more departments may be filed at Step 2.
Section 8.2. Arbitration

(a) If the grievance is not satisfactorily settled in Step 2, the grievance may be submitted by the Union to arbitration provided the written request is submitted within thirty (30) calendar days, excluding weekends and holidays, of the date the Employer issued its Step 2 decision.

(b) Selection of Arbitrator. The Parties agree to utilize a mutually agreeable arbitrator from the Federal Mediation and Conciliation Service (FMCS).

(c) The Party filing for arbitration shall immediately notify the arbitrator and request dates for the arbitration hearing. The case shall be heard on the arbitrator’s first mutually agreeable available date.

(d) The arbitrator shall not have any authority to add to, alter, delete, modify or change the terms or provisions of this Agreement, to negotiate or decide the terms of a new Agreement or provide relief prior to the filing of the grievance.

(e) The decision of the arbitrator shall be final and binding upon the Parties and shall be implemented within fifteen (15) calendar days of receipt by the Parties, unless appealed. The decision of the arbitrator may be enforced in any court of competent jurisdiction. Expenses of the arbitrator shall be borne equally by the Parties.

Section 8.3. Mediation

Prior to filing for arbitration the grievance may be referred to mediation if mutually agreeable to the Parties, in writing within fourteen (14) calendar days from the Union’s receipt of the Employer’s written response to the Step 2 meeting. The grievance shall be heard by a mediator who shall be a mutually agreeable representative from the Federal Mediation and Conciliation Service (FMCS).

The written request for mediation shall include a brief statement of the Grievance and the relief sought. The mediator shall convene the mediation as soon as possible and shall issue an oral recommendation at the conclusion of the mediation or within three (3) calendar days thereof. If agreed to prior to the mediation, the Parties may request that the mediator put his recommendation in writing. The Parties agree to follow the procedures required by the mediator. Both Parties shall give good faith consideration to the recommendation of the mediator. The Parties may settle the grievance based on the recommendations of the Mediator or any other mutually agreeable terms, or proceed to arbitration. In order to proceed to Arbitration, the arbitration filing must be filed within fourteen (14) calendar days from receipt of the mediator’s recommendation.

ARTICLE 9 – PROBATIONARY PERIOD AND SENIORITY

Section 9.1. The first ninety (90) calendar days of employment shall be a probationary period during which time Hyatt may discharge any employee for any reason. The probationary period may be extended an additional thirty calendar (30) days (for a total of 120 calendar days), upon agreement of the Parties.
No employee who has completed his or her probationary period shall be disciplined, suspended or discharged without just cause.

Section 9.2. An employee’s seniority is his/her length of continuous service with the Employer from the last date of hire. When seniority is to be a factor in the interpretation or application of this Agreement, seniority shall be applied within the classification and department.

Section 9.3. Newly hired employees, and employees rehired after their seniority has been broken for any reason, will be considered probationary employees and without seniority rights until they have worked ninety (90) days for the Employer. Upon completion of his/her probationary period, an employee will be credited with seniority dating back from their first day worked.

Section 9.4. Seniority shall govern layoffs within each job classification within each department. In the event of layoffs due to a reduction in force, probationary employees within the affected classification(s) in the affected departments will be the first to be laid off. Employees will be laid off from and recalled to their regular job classification in their department in accordance with their classification seniority, (the employee with the highest classification seniority being called first).

Section 9.5. An employee to be permanently laid off (e.g. permanent closure of an outlet) shall have the following options at the time of layoff:

(a) Bump a probationary employee in another classification if the employee is qualified in that classification. Such qualifications to be determined solely by the Employer, recognizing that such determination cannot be made in an arbitrary or capricious fashion.

(b) Transfer into an open posted position in a bargaining unit classification if the employee is qualified to work in that classification with minimal training, such qualifications to be determined solely by the Employer, recognizing that such determination cannot be made in an arbitrary or capricious fashion.

If an employee transfers into a classification in which he/she was previously classified, then the employee’s seniority date will be credited with time previously worked in that classification.

Section 9.6. Except where otherwise discussed in this Agreement, the Parties agree that the existing practices of each department for scheduling and days off shall remain unchanged. Any dispute as to those practices shall be resolved through the grievance and arbitration procedure of this Agreement.

Section 9.7. The following shall terminate an employee’s seniority and their employment:

(a) Voluntary resignation

(b) Discharge for just cause.

(c) Failure to report for work immediately following the expiration of an authorized leave of absence, except in circumstances of provable illness or injury preventing return to work.
(d) Absence of two (2) consecutive days without personally notifying the employee’s department manager and providing a satisfactory reason to the Employer.

(e) The employee is absent due to layoff exceeding twelve (12) months.

(f) The employee fails to return from layoff, provided that the Employer has attempted to notify the employee in writing at his/her last known address at least five (5) business days prior to the scheduled return date, and has provided the Union written notice of the recall by email within 5 (5) business days of the return date.

(g) Absence for longer than twelve (12) months of service unless extended as result of an accommodation pursuant to applicable law or mutual agreement.

Section 9.8. Up-to-date seniority rosters of all employees will be furnished every three (3) months to the Union and a copy posted in the respective department showing the seniority standing of each bargaining unit employee. Where two or more employees have the same hire date and same seniority date within the same classification, department and status, their relative seniority standing for application of this Agreement shall be determined alphabetically.

ARTICLE 10 – JOB POSTINGS AND OPENINGS

Section 10.1. The Parties agree the promotions and transfers from within the bargaining unit are preferable to hiring from outside the bargaining unit, recognizing that special skills may require external hiring in certain positions. The Employer will take reasonable steps to encourage internal promotion applications on an “electronic” bulletin board in various places throughout the Hotel including outside HR office. The Employer, upon request, shall confer with the Union regarding possible steps to increase internal promotions. If an employee is certified through a mutually established training program they shall be deemed qualified for that classification. The Union recognizes that promotional opportunities into non-bargaining unit positions shall not be subject to this Article.

Section 10.2. When a vacancy occurs in a job covered by this Agreement, such vacancy shall be continued to be posted online and on a bulletin board outside of Human Resources, online, and through the Employer’s internal communication. The Employer shall also send a notice of vacancy to the Union. The posting shall include the job classification and shift to be filled if known. Postings shall remain posted for a minimum of five (5) calendar days. Any individual who wants to apply shall apply for the vacant position by completing an online application before the date the posting ends. During the posting period, the Employer may temporarily fill the vacant position with any available employee. The Employer shall make every effort to fill the position as soon as possible.

Section 10.3. The Employer agrees to promote or transfer from within in case of any job openings unless no qualified bargaining unit employee applies for the position. The provisions of this Section shall not apply where the Employer promotes an employee from within the bargaining unit to a position outside of the bargaining unit. When two (2) or more candidates are qualified for the open position, the Employer shall offer the position to the more senior employee.
The burden of proving whether an unsuccessful bidder under this Article is qualified shall rest with the Union in any grievance or arbitration proceeding brought under this Agreement.

Section 10.4. In the event the Employer is unable to fill a posted vacancy with a qualified individual within the bargaining unit, it shall make reasonable efforts to fill the position with an outside qualified candidate. Upon request, the Employer shall discuss these efforts with the Union.

Section 10.5. An employee transferred or promoted to another job classification and/or department within the bargaining unit shall be given a trial period of up to thirty (30) days. The employee's Hotel seniority rights shall not be jeopardized by failing such a trial period.

**ARTICLE 11 – PAY PERIODS**

Wages shall be paid bi-weekly.

**ARTICLE 12 LATERAL SERVICE**

Section 12.1. The Parties recognize that providing exceptional service to guests has been and is a key to the success of the Hotel and its employees. To that end, every employee covered by this Agreement shall have the responsibility to provide “Lateral Service” to any guest(s), and the Hotel shall have the right to reasonably assign any employee(s) to perform Lateral Service for any guest(s). “Lateral Service” means doing whatever necessary to meet the immediate desires of the guest(s). The obligation to provide Lateral Service requires that all employee(s) help out as needed, where needed and until such need has been satisfied and the guest(s) has been provided the finest service possible. Lateral Service requires employees helping other employees irrespective of their job description, job classification, job title or compensation. The concept is to provide the most complete service through the combined efforts of all employees – management, non-management, bargaining unit, non-bargaining unit – combined. The Union recognizes that the essence of the Hotel’s commitment to service excellence is a commitment by each employee to such service excellence. The Union shares the Hotel’s goal of never losing a single customer.

Section 12.2. Lateral Service is not intended to be a temporary transfer or a reassignment of an employee’s job classification. Such assistance and assignments, as referred to in this Article, shall be used for brief periods of time to satisfy the needs of the Hotel and its guests. This provision is not meant to nor will it be used to expand the duties of any job classification, permanently combine bargaining unit positions or be implemented as a cross utilization program.

Section 12.3. Lateral Service shall not involve an adjustment of pay or benefits. If an employee is asked to provide Lateral Service to a guest(s) and as a direct result is unable to fully perform his/her normal job responsibilities, he/she shall not be disciplined for such failure to perform his/her normal job responsibilities.

**ARTICLE 13 – LEAVE OF ABSENCE**

Section 13.1. FMLA Leave. The Employer, the Union and the employees agree to comply with the Family and Medical Leave Act (“FMLA”). In addition, as set forth in Sub-Section 13.2
below, the Employer may provide for leaves of absence that are not required under the FMLA. Under the FMLA, leaves of absence shall be granted under this Sub-Section 1 for the following reasons and any other reason expressly provided for by the FMLA, as amended:

(a) Leaves of absence without pay shall be granted for the birth and caring of an employee’s child or for the placement of a child with employee for adoption or foster care provided that:

1. the employee shall be entitled to a minimum of up to twelve (12) weeks during any twelve (12) month period;

2. eligibility for the leave ends one year after the date of birth or placement of the child; and

3. proof of the child’s birth or adoption is presented

(b) Leaves of absence without pay for the care of the employee’s spouse, child, or parent who has a serious health condition shall be granted for periods not to exceed up twelve (12) weeks during any twelve (12) month period.

(c) Leaves of absence without pay for serious health condition which renders the employee unable to perform the essential functions of the employee’s position shall be granted for periods not to exceed twelve (12) weeks during any twelve (12) month period.

(d) The following requirements, and any other requirements set forth in the FMLA, as amended, or the applicable regulations, shall apply to FMLA leaves of absence:

1. **Eligibility for Leave.** Employees are eligible for leave under the FMLA if they have worked at least 1,250 hours during the twelve (12) months prior to the requested leave of absence.

2. **Conditions for Leave:**

   a. An employee must provide the Employer with thirty (30) days advance notice for any leaves of absence that are foreseeable. If thirty (30) days’ notice is not given, the Employer has the right to delay the requested leave for thirty (30) days from the date notice is given. If leave is unforeseeable, employees must give as much notice as is practical, generally within one or two business days of when the need for the leave becomes known.

   b. The employee must provide the Employer with a medical certification from a health care provider (within the meaning of the FMLA) for any leaves of absence for a serious health condition of the employee, or to care for the serious health condition of the employee’s spouse, child or parent. The certification shall state the date on which the serious health condition commenced; the probable duration of the condition; appropriate medical facts about the condition; a statement that the employee is needed to care for the spouse, child, parent, or next of kin, if applicable; and a statement that the employee is unable to perform the
essential functions of the position, if applicable. The Employer may also promptly require the employee seeking leave for the employee’s serious health condition to be examined by a health care provider (within the meaning of the FMLA) selected by the Employer other than one employed by the Employer if the Employer has reason to doubt the validity of the medical certification. Such examination shall be paid for by the Employer. An employee may also be required to provide certification in support of leave due to a qualifying exigency. A medical release is required before the employee can return to work from a leave due to the employee’s serious health condition.

c. An employee must first use any available paid leave, such as vacation leave or sick days, during a FMLA leave. The period of FMLA leave, however, shall not exceed twelve (12) weeks (or twenty-six (26) weeks to care for a covered service member) except where consecutive leave provisions differ under state law.

d. When spouses work for the Employer, leave will be in accordance with Federal FMLA guidelines.

e. During the leave, employees shall not accrue employment benefits, such as vacation pay. Any employee benefit accrued or earned prior to the date of the FMLA leave will not be lost as a result of the leave. Seniority shall be retained at the time of the leave, unless otherwise provide for in this Agreement, but will not accrue during the leave.

(e) Rights Upon Return from FMLA Leave: The employee must give at least one (1) weeks’ notice to the Human Resources Department prior to returning from leave. Employees on FMLA leave shall be restored to the same position, including shift, they held before taking leave, or to an equivalent position with the same pay, benefits, and other terms and conditions of employment, except where the Employer would have taken some action during the employee’s leave which would have affected the employee if not on leave, such as reduction in force, eliminating a work shift, or eliminating overtime work. If such action is taken while the employee is on FMLA leave, the Employer will be obligated to comply with the provisions set forth in Article 8 of the Agreement.

Section 13.2. Non-FMLA Leave. In addition to the leave set forth in Section 13.1, a non-FMLA leave of absence may be granted subject to the following:

(a) Leaves of absence without pay or benefits may be granted for reasons set forth in Section 13.1(c) for up to three (3) months in the sole discretion of the Employer, and upon written request. If the requested leave is not foreseeable, employees must give as much notice as is practical, generally within one or two business days of when the need for the leave becomes known.

(b) Leaves of absence without pay or benefits may be granted by the Employer for other reasons and for other periods mutually agreed upon between the Employer and the employee, and such mutual agreement may not be withheld for arbitrary and capricious reasons.
(c) Employees are eligible for non-FMLA leave as follows:

1. if an employee has exhausted FMLA leave or is not eligible for a FMLA leave;

2. the employee must have successfully completed their probationary period;

3. as otherwise required by applicable law.

(d) Conditions for Non-FMLA Leave.

1. Other than as provided in Section 13.2(a), to obtain a leave of absence, an employee must submit a written request to his/her supervisor explaining the reasons for the leave, such request being submitted at least thirty (30) days prior to the leave of absence, except in emergency situations. The request must state the date the leave is to commence, and the expected date of return to work. Reasons supporting a leave of absence must be strong and compelling.

2. Request for leaves of absence under Section 13.2(a) must be accompanied by a doctor’s statement, and a medical release is required before the employee can return to work from a non-FMLA medical leave of absence. In addition, the Employer reserves the right to require the employee, at any time, to submit a medical examination by a physician it selects to verify the employee’s ability or inability to work.

3. The Employer will not continue to offer existing health coverage. If the employee desires health coverage for Non-FMLA Leave, the employee shall be responsible for the entire premium, which is normally paid by the Employer and employee.

4. Approval of a leave of absence is in the Employer’s sole discretion, and will be based upon eligibility, satisfactory performance, attendance, and the effect of the leave on the Employer’s operation.

5. Non-FMLA leave shall not exceed three (3) months within a rolling twelve (12) month period.

(e) Rights upon Return from Non-FMLA Leave. The employee must contact his/her department manager at least two (2) weeks in advance in order to confirm the date scheduled to return to work. Upon the expiration of a leave of absence, the Employer will attempt to restore the employee to his/her former position, including shift, or similar position with similar pay, unless circumstances have so changed as to make it impossible or unreasonable to do so. If no position is available, such employee shall be placed on a preferential hiring list for positions for which he/she is qualified for a period not to exceed thirty (30) days.
Section 13.3. Union Leave.

The Employer shall grant leaves of absence without pay or benefits to bargaining unit employees to attend a Union convention, meeting, training or to perform other Union business under the following conditions. The Union shall request Union leave in writing at least fourteen (14) days in advance to the Human Resources Department of the Hotel stating the names of the employees and the requested dates of the leave. Requests for leave shall not be unreasonably denied based on the business needs of the Hotel. No more than six (6) employees at one time shall be granted leave for the same period. A Union leave of absence shall normally be for thirty-one (31) days or less, however a leave of absence for up to two (2) years shall be granted for no more than two (2) employees at any one time, provided that they are not from the same department. Union leave for more employees and/or for more time, shall be permitted as mutually agreed upon by the Parties. Union leaves of absence shall be in writing and executed by the Employer and Union. The employee’s seniority shall continue to accrue during the period of the leave of absence. Upon return the employees shall have the same position, including shift they held before taking leave, the same pay, benefits and other terms and conditions of employment, except where the Employer would have taken some action during the employee’s leave which would have affected the employee if not on leave, such as not but limited to, reduction in force, eliminating a work shift, or eliminating overtime work. If such action is taken while the employee is on Union Leave, the Employer will be obligated to comply with the provisions set forth in Article 8 (Probationary Period and Seniority) of this Agreement.

Health and Welfare benefits may be maintained provided the Union reimburses the Hotel the full premium amount in advance for such coverage on a monthly basis. The Union must inform the Hotel, in writing, of the number of hours that the employee worked for the Union for the preceding six (6) months not later than June and December in order to have those hours count toward coverage under the Hyatt Medical Plan.

Section 13.4. Military Leave.

(a) Employees who leave the active employ of the Employer for the purpose of service with the United States Armed Forces shall be provided all rights in accordance with the prevailing legislation at the time of such service.

Employees who are members of the National Guard or a member of the Armed Forces reserves are required to attend the customary summer camp, weekend service or training duty for two (2) weeks each year will, upon written request of the Commanding Officer the unit or upon presentation of a copy of the official orders, be granted a leave of absence without pay for the period required. Where practical, the Employer may adjust employee schedules in order to meet business demands or at the request of the employee.

Military leave, as defined herein, will not result in loss of any benefits, but employees on the military leave will not receive pay or benefits except as provided by law.

(b) FMLA Military Family Leave: The Employer will also provide FMLA Military Family Leave entitlements, including leave related to the deployment of a military
member (Qualifying Exigency Leave) and leave related to a seriously injured or ill service member or veteran (Military Caregiver Leave) as required by federal law.

Section 13.5. General.

(a) Leaves of absence shall not be granted for the purpose of taking outside employment, except for leaves under Sections 13.3 and 13.4 above. Any employee on leave of absence who engages in new outside employment or expands the scope of current outside employment or actively works at current outside employment in conflict with his/her serious health condition shall be terminated immediately, such termination being effective from the date the leave of absence commenced.

(b) Where sections of this Article provide rights greater than those provided for under the FMLA, those sections govern. Where FMLA provides rights greater than those provided in other sections of this Article, FMLA governs. The rights provided in other sections of this Article shall not be added to those provided by FMLA. There shall be no duplication of rights. Where FMLA governs instead of other sections of this Article, all of the requirements for a leave under FMLA must be met by the employee. Where other sections of this Article govern, only the requirements set forth in those other sections, and not those in the FMLA, must be met by the employee.

ARTICLE 14 - UNIFORMS

Section 14.1. If the Employer requires an employee to wear a uniform, an adequate number (at least three (3) or no less than the practice) will be provided at no cost to regular employees, except shoes. The Employer will provide a replacement for damaged or worn name tags at no cost. Lost name tags are replaced for $5.00 each. Name tag replacements are available at Security 24/7. Seasonal uniforms will also be provided where the Employer determines they are appropriate, with each employee receiving his/her seasonal uniform including hats as required.

Beverage Servers have the option to wear pants.

Section 14.2. Where practicable, uniformed employees will be provided a locker for street clothing during working hours and for their work clothes during non-working hours. Lockers may continue to be inspected in accordance with the Employer’s practice of conducting general inspections of all lockers, with prior notice. A shop steward shall be permitted to be present if immediately available. Where the Employer determines that it has just cause to inspect an employee’s locker without prior notice, other than in a general locker inspection, the employee will be given the opportunity to be present. If the employee so requests, a Union steward shall also be permitted to be present if immediately available.

Section 14.3. It is recognized and agreed that the Employer may make and enforce rules relating to the standards of personal appearance, grooming and dress of the employees.
ARTICLE 15 – MEALS AND BREAKS

Section 15.1. The Employer, in the interest of maintaining continuous service, will provide all employees with fresh, wholesome and nutritious meals on the premises at no cost to the employees. Such meals will be provided and consumed in a well-ventilated, clean and sanitary break facility with an adequate number of tables and chairs in good repair. Consistent with current practice, as of the effective date of this Agreement, each meal shall be placed on the cafeteria line or designated area at or near the time of day generally employee with such meal (i.e., lunch near mid-day and dinner in the evening).

Section 15.2. Meals for 3rd shift employees and for other employees who are authorized in writing by management may be ordered from the employee night time menu through the Hotel’s Kitchen.

Section 15.3. Should issues arise regarding the quality or presentation of meals, the Employer agrees to meet with the Union and address such issues expeditiously.

Section 15.4. The thirty (30) minute unpaid meal and break period shall be personal, non-working time. Employees shall not be required to remain on premises during said breaks. Employees shall not be assigned work during their meal break, except in case of a bona fide emergency.

Section 15.5. At the Employer’s request with an employee’s agreement or at the employee’s request with the Employer’s approval, an employee may voluntarily choose to reduce or skip his unpaid meal period and begin or end his shift an equal amount of time later or earlier. Such arrangements shall be in writing and signed by the employee and the Employer. The Employer agrees to make such a form available. Such agreements may be revoked by either the Employer or employee.

Section 15.6. In order to have a full half hour meal break employees shall clock out and in before and after a meal break at a time clock located in or next to the employee cafeteria.

Section 15.7. In addition to the thirty (30) minute unpaid meal break, employees shall have two fifteen (15) minute paid breaks during their shift. Consistent with current practice, as of the effective date of this Agreement, such breaks shall be scheduled by the manager or supervisor based on the operational needs of the department.

ARTICLE 16 – EDUCATIONAL ASSISTANCE

All non-probationary regular full time and regular part time employees shall be eligible to receive up to one thousand dollars ($1,000.00) per calendar year for education assistance. In order to receive reimbursement the employee must provide proof of successful completion of the course(s) and receipt(s). The Parties agree that in order for an employee to receive a payment he must be actively employed by the Hotel at the time of reimbursement.
ARTICLE 17 SAFETY & EQUIPMENT

Section 17.1. The Employer shall provide a safe and healthy workplace as required by law, and provide adequate equipment and supplies.

Section 17.2. A safety committee shall be established for the purpose of promoting safe work habits by employees and a safe work environment. The goal of the Parties will be to have an equal number of representatives on the committee up to a maximum of five (5) bargaining unit employees and five (5) supervisory employees. The committee shall meet as needed but not more than once a month. Committee members who meet during their regularly scheduled shifts, shall be paid straight time hourly rate.

Section 17.3. The Employer shall post Material Safety and Data Sheets as required by law.

Section 17.4. In accordance with deferral OSHA guidelines the Hotel will make available the OSHA 300 Log for review by the chief shop steward until such time that the federal regulations change.

ARTICLE 18 – WAGES

Section 18.1. The wage scales hereto attached, marked Schedule “A,” is hereby made a part of this Agreement. Scales of wages shown in Schedule “A” of this Agreement are minimum wage scales and shall not prohibit the Hotel from paying workers a higher rate. Except as otherwise provided in this Agreement, no present employee’s wages or benefits shall be reduced or otherwise adversely affected as a result of the signing of this Agreement.

Section 18.2. New Hire Rates (Non-Tipped):

New Hires: Employees hired after January 10, 2020 shall be paid 90% of the Schedule “A” contract rate in effect at the time of their hire for their first twelve (12) months of employment. New hires shall be increased to 100% of the Schedule “A” contract rate in effect on the first of the month following completion of twelve (12) months of employment.

Section 18.3. Non-Tipped Increases. All Non-Tipped Classifications, as set forth in Schedule “A”, shall receive the following wage increases.

i. All Non-Tipped employees in the classifications set forth in Schedule “A” shall receive the following hourly wage increases. These increases do not apply to new employees hired after contract ratification until they have completed twelve (12) months of employment.
<table>
<thead>
<tr>
<th>Date Range</th>
<th>Rate per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2020</td>
<td>$0.45 per hour</td>
</tr>
<tr>
<td>January 1, 2021 July 1, 2021</td>
<td>$0.30 per hour $0.35 per hour $0.65 Total</td>
</tr>
<tr>
<td>January 1, 2022 July 1, 2022</td>
<td>$0.35 per hour $0.35 per hour $0.70 Total</td>
</tr>
<tr>
<td>January 1, 2023 July 1, 2023</td>
<td>$0.35 per hour $0.40 per hour $0.75 Total</td>
</tr>
<tr>
<td>January 1, 2024 July 1, 2024</td>
<td>$0.35 per hour $0.50 per hour $0.85 Total</td>
</tr>
</tbody>
</table>

ii: Non-tipped Employees Lump Sum: Non-tipped employees in the classifications set forth in Schedule “A” who have completed their probationary period and are employed as of the date of contract ratification shall receive the following lump sum ratification bonus in the following gross amounts:

- **Full-Time Non-Tipped:** $500.00
- **Part-Time Non-Tipped:** $250.00

Section 18.4. **Non-Commissioned Tipped Increases.** All Non-Commissioned Tipped employees, as set forth in Schedule “A”, shall receive the following wage increases:

Non-Commissioned tipped employees in the classifications set forth in Schedule “A” shall receive the following hourly wage increases. These increases do not apply to new employees hired after contract ratification until they have completed twelve (12) months of employment.

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2021</td>
<td>$0.20 per hour</td>
</tr>
<tr>
<td>January 1, 2022</td>
<td>$0.20 per hour</td>
</tr>
<tr>
<td>January 1, 2023</td>
<td>$0.20 per hour</td>
</tr>
<tr>
<td>January 1, 2024</td>
<td>$0.20 per hour</td>
</tr>
</tbody>
</table>
Section 18.5. **Graveyard Premium for Non-Commissioned Tipped Employees.** The Hotel shall continue its current practice, as of the effective date of this Agreement, of graveyard premium. Current graveyard premium is seventy-five cents ($0.75).

Section 18.6. **Training Premium.** Employees shall earn a seventy-five cents ($0.75) per hour premium for every hour or part of hour in which they train a new employee (new hire or transfer) in their department.

**ARTICLE 19 – TIPPED EMPLOYEE BENEFIT RATE**

Section 19.1. Commissioned and Non-Commissioned Tipped employees paid time off for vacation, holidays, sick days, bereavement, jury duty, mandatory meetings and report-in pay shall be paid as follows:

<table>
<thead>
<tr>
<th>January 1, 2020</th>
<th>$13.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2021</td>
<td>$14.25</td>
</tr>
<tr>
<td>January 1, 2022</td>
<td>$14.75</td>
</tr>
<tr>
<td>January 1, 2023</td>
<td>$15.25</td>
</tr>
<tr>
<td>January 1, 2024</td>
<td>$15.75</td>
</tr>
</tbody>
</table>

Section 19.2. For purposes of this Article, Commissioned Tipped Employees include Captains, Banquet Servers and Banquet Bartenders. For purposes of this Article, Non-Commissioned Tipped employees include Venue Bartender, Venue Beverage Server, Restaurant/Venue Server, IRD Service Server, and Bell Attendant.

For paid benefit time, tipped employees shall receive the greater of their hourly rate, state minimum hourly rate or the above amounts, whichever is greater.

**ARTICLE 20 - HOLIDAYS**

Section 20.1. Regular full-time employees are eligible for holiday pay on their first day of employment and shall receive eight (8) hours of pay or more if their regular shift is greater. All regular full-time employees shall be entitled to the following paid holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
• Thanksgiving Day
• Christmas Day
• Floating Holiday

Section 20.2. The Hotel shall continue with its scheduling practice for holidays. If an eligible employee works on a holiday, they will receive holiday pay in addition to the regular pay for hours worked. The Employer may reduce work schedules in a holiday week due to business. All eligible employees who are not scheduled to work on a holiday shall receive holiday pay.

Section 20.3. An employee is not eligible for holiday pay if they fail to report to work on the last scheduled day prior to and the first scheduled workday after such holiday and on the holiday if scheduled, except for excused absence.

ARTICLE 21 - SICK TIME AND EXTENDED ILLNESS

Section 21.1. Regular full time employees shall earn paid sick days in accordance with the following schedule after completing the probationary period (ninety (90) days from the first day of employment). A paid sick day is eight (8) hours

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Additional Days</th>
<th>Paid Sick Days Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>91-150 days</td>
<td></td>
<td>2 days total</td>
</tr>
<tr>
<td>151-180</td>
<td>+1</td>
<td>3 days total</td>
</tr>
<tr>
<td>181-240</td>
<td>+1</td>
<td>4 days total</td>
</tr>
<tr>
<td>241-364</td>
<td>+1</td>
<td>5 days total</td>
</tr>
</tbody>
</table>

Thereafter, on the employee’s yearly anniversary date of employment, he shall earn an additional six (6) paid sick days that can be used over the next twelve (12) months. Upon separation of employment, an employee will not be paid for any unused sick days.

Section 21.2. At the end of each calendar year, any unused earned sick days will be converted to paid Extended Illness Days. Employees may earn up to a maximum of sixty (60) paid Extended Illness Days. Paid Extended Illness Days may be used in accordance with Hyatt policy, as it may be amended, which currently provides:

(a) For personal illness or injury that requires the employee to be off for three (3) consecutive work days (Extended Illness Days may be used retroactively to the first day of illness or injury);

(b) For any period of incapacity due to an employee Medical Leave in accordance with the FMLA definition of a “serious health condition”; or

(c) For new child leave or family leave in accordance with Hyatt’s FMLA policy.
(d) Upon separation of employment, an employee will not be paid for any unused Extended Illness Days.

Section 21.3. The Employer cannot force an employee to use a sick day or issue discipline to employees for the use of sick days except if stated otherwise in the Attendance/Punctuality Policy or this Agreement. No employee shall lose earned sick days as a result of the ratification of this Agreement.

ARTICLE 22 - VACATIONS

Section 22.1. All full-time and part-time employees covered by the Agreement shall receive annual vacation with pay, as set forth below.

<table>
<thead>
<tr>
<th>Completed Years of Service</th>
<th>Vacation Days Annually Earned on Anniversary</th>
<th>Maximum Vacation Days Earned in Vacation Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4</td>
<td>10 Days</td>
<td>20 Days</td>
</tr>
<tr>
<td>5-9</td>
<td>15 Days</td>
<td>30 Days</td>
</tr>
<tr>
<td>10+</td>
<td>20 Days</td>
<td>40 Days</td>
</tr>
</tbody>
</table>

Temporary, casual, extra, and on-call employees are not eligible for vacation pay. Part-time employees covered by this Agreement shall earn vacation pro rata based on Hyatt’s vacation policy updated January 2013.

Section 22.2. Vacation will be carried over from one anniversary year to the next in the employee’s vacation bank until the maximum earned vacation balance is reached. Once this maximum is reached no additional vacation hours will earned or transferred into the employee’s vacation bank.

Section 22.3. Vacation requests shall not be unreasonably denied. Employees shall receive pay on the first regular paycheck following return from vacation unless the employee notifies the Employer in writing sufficiently in advance in order to receive his vacation pay on the payday immediately preceding the time vacation is taken. An employee who terminates his employment with the Employer shall receive pay for earned vacation hours.

ARTICLE 23 - JURY DUTY

Section 23.1. Employees shall continue to be subject to the Employer’s Jury Duty policy, as may be amended. The Jury Duty Policy provides in part:

Regular full-time and part-time employees are eligible for jury duty pay. Temporary, casual, extra and on-call employees are not eligible for jury duty pay.

Hourly employees will continue to be paid their straight-time hourly rate times the average number of hours worked per week in the sixty (60) day period preceding their jury duty, excluding over-time, for a period equaling the employee’s length of employment from their
original date of hire up to a maximum of six (6) months (for example, if an hourly employee has completed four (4) months of service and has worked an average of thirty-five (35) hours per week within the last sixty (60) days, they would receive a maximum of four (4) months jury duty pay at thirty-five (35) hours per week).

Section 23.2. Jury pay for tipped employees shall be in accordance with Article 19 of this Agreement. An employee’s benefits will remain in effect up to a maximum of six (6) months.

Section 23.3. In the event the Hotel amends its policy, it shall notify the Union and negotiate any changes, if requested by the Union within ten (10) calendar days of receipt of the changes.

ARTICLE 24 - BEREAVEMENT

Section 24.1. Employees shall continue to be subject to the Employer’s Bereavement Policy, as may be amended. The Bereavement Policy provides in part:

Regular full-time and regular part-time employees are eligible for bereavement pay on their first day of employment. Employees are eligible for a maximum of 3 days off with pay. However, if travel is required, an employee is eligible for a maximum of 5 days off with pay. Bereavement pay for tipped employees shall be in accordance with Article 19 of this Agreement.

Section 24.2. In the event the Hotel amends its policy, it shall notify the Union and negotiate any changes, if requested by the Union within ten (10) calendar days of receipt of the changes.

ARTICLE 25 – NO STRIKE – NO LOCKOUT

Section 25.1. Both the Union and the Employer recognize the service nature of the Hotel business and the duty of the Employer to render continuous and hospitable service to the public in the way of lodging, food and other amenities and accommodations. The Union agrees that it will not call, engage in or sanction any strikes, sympathy strike, picketing, handbilling, leafleting, bannering, boycott, and refusal to handle merchandise or any other interference with the conduct of the Employer’s business for any reason whatsoever. This includes, but is not limited to, dealings by the Employer with non-union suppliers, delivery people, organizations, or other employees not covered by this Agreement. The Union further agrees that it will not interfere with any guest or tenant at the Hotel while he/she is a guest or tenant occupying a room or space who sells or exhibits non-union merchandise or employs non-union help. Provided however, this Article shall not apply where the Employer willingly assists another employer at a different site of employment in a labor dispute with a Union.

Section 25.2. The Employer agrees that it shall not lock out its employees or any part of them covered by this Agreement.

ARTICLE 26 – JOB CLASSIFICATIONS, BARGAINING UNIT WORK AND CROSS CLASSIFICATIONS

Section 26.1. Job content shall determine job titles or classifications and mere change in title or classification shall not exempt such employees or classifications from this Agreement.
Section 26.2. It is recognized that managerial, supervisory and other non-bargaining unit employees are not covered by this Agreement and that no such persons shall be permitted to use the tools of the trade or perform any of the work or duties performed by employees who are covered by this Agreement except for training purposes, in cases of emergency, including for example, responding to immediate guest needs (Lateral Service), and in situations involving health and safety or as otherwise provided in this Agreement.

Notwithstanding the above, the Employer’s Executive Chef and Sous Chefs may continue to perform bargaining unit work provided they work alongside a bargaining unit employee and they do not displace a bargaining unit employee.

The Employer may also utilize for training purposes up to a total of three (3) student interns or trainees at any one time in job classifications covered by this Agreement. These student interns or trainees, include but are not limited to, all United States sponsored visa programs (H2B, J1, etc.) and internships from schools, but exclude special needs apprentices or Empowerment Zone apprentices. The Parties agree that no such interns or trainees shall displace or replace any bargaining unit employees or cause any bargaining unit employee(s) to suffer a loss of hours, or in the case a United States sponsored visa program, serve to fill a labor need. The Parties further agree that interns or trainees shall not work in a classification covered by this Agreement if a bargaining unit employee in said classification is not offered a full shift or full work week.

The Employer may continue to participate in apprentice programs for individuals with special needs. The Employer will inform the Union of the number of participants, the length of employment, and the names of the organizations.

Section 26.3. The Union and the Employer shall work together to locate and employ residents of San Antonio who reside in the Empowerment Zone (EZ). On a quarterly basis, the Employer shall send the Union by email all job openings in the bargaining unit. The Employer and Union shall meet as needed to develop and seek funds for training and placement programs to assist EZ residents to achieve and retain employment in the Hotel.

Section 26.4. If any employee is required to perform the work of an employee in a higher paid classification (base hourly rate) for one (1) continuous hour or more, the employee shall receive the minimum classification hourly rate of pay for the higher classification or his regular hourly rate of pay whichever is higher for all hours worked in the higher classification.

**ARTICLE 27 – HOURS OF WORK AND OVERTIME**

This Article is intended to indicate the normal number of hours of work and shall not be construed as a guarantee of a minimum or maximum hours of work per day or per week, or of the number of days per week or working schedules, or of a minimum amount for gratuities, service charges or commissions.

Section 27.1. Workweek. The standard workweek shall be from Sunday 12:01 a.m. to Saturday 12:00 midnight. Five (5) days of work in the standard workweek shall constitute a week’s work.

**Full Time Employees:** The normal work day for all full-time employees excluding Banquet Employees, shall be eight (8) hours within eight and one-half (8.1/2) hours.
The Hotel may continue to schedule regular shifts of ten (10) hours scheduled within (4) days for laundry employees. For any laundry employee who is scheduled for four (4) ten (10) hours shift in a work week, the Hotel shall attempt to provide three (3) consecutive days off, if requested by the employee. Any laundry employee who has requested a standard work week of five (5) eight (8) hour shifts shall be red-circled and allowed to continue working said shifts.

Section 27.2. Employees who are required to work more than six (6) days in a row in one (1) workweek may request additional days off in the following workweek.

Section 27.3. Consecutive Days Off. To the extent practicable, non-probationary employees shall have two (2) consecutive designated days off per payroll week. If employees are required to work on their designated days off, or if additional work opportunities are available, it shall be offered by seniority (volunteers from the top down and required from the bottom up). This Section does not apply to Banquet Servers and Bartenders or at the request of the employee.

Section 27.4. Schedules. There shall be placed online and in a conspicuous place in each department a work schedule specifying the following information about each employee in the department: name, classification, department seniority date, starting and finishing times, and days off. Schedules of work for each department shall normally be posted no later than 5:00 pm on Thursday, except in the event of an emergency. If this posting requirement is not met, employees shall advise the Human Resources Department, which will work to ensure timely posting. The Employer shall keep such schedule up to date. Failure to give timely notice of a schedule change may constitute, and be a waiver of, the Employer's right to issue any disciplinary action over the schedule change.

Section 27.5. Short shifts. The Hotel shall be permitted to schedule employees for less than eight (8) hour shifts in the following classifications:

a. Banquet servers – No less than four (4) hours shifts
b. Banquet bartenders – No less than four (4) hours shifts
c. Restaurant servers – No less than six (6) hour shifts
d. Outlet servers and bartenders – No less than six (6) hour shifts
e. Guest Services – No less than six (6) hour shifts
f. or upon mutual agreement, in writing

The Union reserves the right to reopen this Section 27.5 for negotiations if the Union determines that the Employer is violating the intention of this Section.

Section 27.6. Split Shifts. The Hotel may schedule split shifts for Banquet Servers and Banquet Bartenders upon mutual agreement, in writing with an employee.
Section 27.7. Except for Banquet Servers and Events Set-Up, the Hotel shall attempt to provide at least ten (10) hours between shifts provided the employee has not requested or volunteered otherwise.

For banquets, the Employer shall attempt to provide at least six (6) hours between an evening shift and a morning shift.

Section 27.8. **Overtime.** Employees shall work overtime when requested by their supervisors to do so, and not otherwise. The Hotel shall rotate its offer of scheduled overtime hours by classification seniority. If there are not enough employees or an insufficient number of employees who volunteer for overtime, the Hotel shall have the right to assign overtime to the least senior employee(s) within the affected job classification. The Hotel shall not change a posted schedule for the purpose to avoid incurring overtime for a specific employee, unless the employee requested or volunteered otherwise.

Section 27.9. **Weekly Overtime Pay.** For all hours worked in excess of forty (40) hours within the standard Hyatt Workweek, non-exempt employees shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate pursuant to applicable law. This paragraph does not apply to commissioned employees.

Section 27.10. **No Duplication of Overtime or Premium Pay.** There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours worked.

Section 27.11. An employee who requests to leave before the completion of their shift, or refuses available alternative duties, will be paid only for hours actually worked.

**ARTICLE 28 – WORKLOAD**

Section 28.1. Employees shall not be assigned an unreasonable workload, recognizing that certain situations or emergencies may require reasonable extra efforts in order to maintain the proper level of guest service. Incidental changes in duties or modifications of Employee’s assigned duties shall not be evidence of unreasonable workload.

Section 28.2. If the Hotel makes changes which result in a significant increase in the workload of employees in any classification during the term of this Agreement, the Employer will advise the Union of the changes and will discuss the workload increase and whether a modification in workload, compensation or other accommodation or recognition is appropriate.

Section 28.3. If the Union believes that the workload is unreasonable, it may submit the issue to expedited arbitration; provided, however, that nothing herein shall prevent the Employer from instituting the change. In determining whether an increase in the workload is unreasonable, the arbitrator shall determine whether the Employees in the classification can reasonably complete their duties within the normal shift with reasonable effort and efficiency.

Section 28.4. In determining whether an increase in the workload is unreasonable, and, if so, what remedy is warranted, the arbitrator shall consider objective factors, including, but not limited to: (1) the current workload in effect; (2) whether the workload has decreased due to contemporaneous or past changes; (3) the amount of time required to perform the additional
duties; and (4) whether the additional work is more physically demanding. The Union shall not be restricted from claiming that the cumulative effect of changes in job duties has resulted in an unreasonable workload that warrants accommodations under this Section. The Union shall have the burden of proof.

Section 28.5. Nothing in this Article limits the Union from availing itself of any other rights or remedies provided under this Agreement.

**ARTICLE 29 - REPORT IN PAY AND MANDATORY MEETINGS**

Section 29.1. An employee who reports for work at the request of the Employer, fit, willing and able to work and is not put to work shall receive four (4) hours’ pay at the employee’s regular hourly rate of pay. This provision shall not apply to an individual who reports to work in a condition which obviously prevents the proper performance of the normal duties of the individual, nor shall it apply to situations where the employee is prevented from working for reasons beyond Hyatt’s control.

Section 29.2. If an employee is called in for a mandatory meeting on a scheduled day off, they will be paid for a minimum of two (2) hours, or the length of the meeting, whichever is longer. The employee will be paid at their regular hourly rate (or benefit rate for a tipped employee), unless overtime is incurred, in which case they will be paid at the applicable overtime rate. The Employer shall provide at least twenty-four (24) hours’ notice of a meeting and at least four (4) hours’ notice of the cancellation of a meeting to all affected employees. If the Employer fails to provide at least four (4) hours’ notice of the cancellation of a mandatory meeting, the Employer shall pay each employee who reports to the meeting two (2) hours’ at the employees’ regular hourly rate of pay (or benefit rate for a tipped employee).

**ARTICLE 30 - HEALTHCARE AND MISCELLANEOUS INSURANCES**

Section 30.1. Regular full-time employees who have completed their probationary period and their families will continue to be offered the opportunity to elect to participate in the Hyatt Health Plans made available to all hourly employees of the Hyatt Corporation not otherwise covered by a collective bargaining agreement in accordance with the terms of the Plan as may be amended. All remedies and disputes are resolved within the terms of the Hyatt Health Plan exclusively.

Section 30.2. The employee’s monthly premium share for all Plan levels shall not exceed twenty percent (20%) of the total monthly premium cost. Employees shall first pay the share required by the Hyatt Plan and then Hyatt shall reimburse employees on their bi-weekly paycheck a before-tax stipend to make up the difference in the 80/20 premium share. The 80/20 premium share applies only to the “best in market” policy. The 80/20 premium share does not apply to the “tobacco user” supplement or to the election of vision or dental supplemental coverage, all of which is paid one hundred percent (100%) by the employee.

In the event an employee is on approved Union leave, the Union must submit a report to the Hotel by the 15th day of December and the 15th day of June each year with the employee identified by their social security number setting forth hours worked to be utilized in determining the employee’s continued eligibility in the Hyatt Health Plan.
Section 30.3. In addition to the healthcare coverage addressed above, all other miscellaneous insurances such as life insurance, short-term disability, optical and dental coverage, that are available to non-bargaining unit hourly Hyatt employees at the Hotel shall be available to bargaining unit employees under the same terms and conditions as non-bargaining unit hourly Hyatt employees at the Hotel.

**ARTICLE 31 – SUBCONTRACTING**

Section 31.1. The Employer agrees that there shall be no new subcontracting of bargaining work performed as of the effective date of this Agreement at the Hotel by bargaining unit employees or covered by Article 2 (Recognition) of this Agreement, provided however, the Employer may continue to utilize contract labor to perform work set forth in Appendix B and listed in Exhibit A thereto or as otherwise agreed to by the Parties.

Section 31.2. The Employer shall be permitted to use temporary agency employees to perform banquet server functions if all in-house lists and bargaining unit banquet server options have been exhausted provided that the use of in-house employee options shall not require the Employer to incur overtime.

Section 31.3. The Employer shall be permitted to use temporary agency employees to perform housekeeping and stewarding if all bargaining unit employee options within the respective classification(s) have been exhausted. The Employer agrees that the use of temporary agency employees in housekeeping and stewarding shall only be on an occasional and short-term basis. The Employer may, however, use temporary agency employees in housekeeping and stewarding on more than an occasional or short term basis where job openings exist and the Employer is making reasonable efforts to fill such positions.

Section 31.4. The Employer may use pre-packaged or pre-prepared food; however, the current practice, as of the effective date of this Agreement, of Employees preparing food for coffee and grab and go outlets shall continue. This exception is not intended to allow complete meal preparation outside the Hotel.

Section 31.5. The Employer may continue to lease out the space currently occupied by Federal Express, Travel Traders as well as space occupied by Ruth Chris. The Parties recognize that the leased space is not part of the Hotel’s current operation nor is the leased space covered by this Agreement.

**ARTICLE 32 – RETIREMENT**

Section 32.1. Employees may continue to participate in a Hyatt Retirement Savings Plan subject to the same eligibility and other terms applicable to non-bargaining unit employees. Employees are eligible to participate in a Hyatt Retirement Savings Plan and make contributions beginning on the date that they have completed ninety (90) days of employment. After participating employees have completed one (1) year of service, for every dollar employees contribute up to three percent (3%) of their salary, Hyatt will add another dollar to their account. For employee contributions between four percent (4%) and five percent (5%) of their salary, Hyatt will match each of those dollars with fifty cents ($.50). The Employer will notify the Union at least ninety (90) days in advance if the above match is reduced or suspended or the
eligibility requirements are modified so that an employee eligible under the current rules would become ineligible. The Union shall have the option of having the Employer contribute the above match to a Union-sponsored or designated 401(k) type plan. Should there be a transition to a plan other than the Employer’s Retirement Savings Plan, the Employer agrees to process employee contributions via payroll deduction unless prohibited by law. If the Union exercises the option to change plans, no bargaining unit employees shall be eligible to participate in a Hyatt Retirement Savings Plan.

**ARTICLE 33 – HOUSEKEEPING**

Section 33.1. **Daily Room Quota.** The Hotel reserves the right to determine the number of rooms to be cleaned per shift by each Room Attendant provided that the daily quota during an eight (8) hour shift will be no greater than seventeen (17) credits. Effective January 1, 2024 the daily quota during an eight (8) hour shift will be no greater than sixteen (16) credits – reduction from the current seventeen (17) credits.

Section 33.2. **Room Credits.** Standard guest rooms will count as one (1) credit towards the daily room quota. Room 2430 will count as two (2) credits, room 2436 will count as four (4) credits, room 2032 will count as four (4) credits, room 2050 will count as three (3) credits, room 2150 will count as three (3) credits, room 2132 will count as four (4) credits, and room 2330 will count as two (2) credits.

Section 33.3. **Multiple Floors.** Room Attendants will have their daily room quota adjusted for assignment to multiple floors. These reductions are not cumulative.

(a) One (1) room will be deducted from the quota if a Room Attendant is assigned rooms to clean on more than two (2) floors.

(b) Two (2) rooms will be deducted from the quota if a Room Attendant is assigned to clean rooms on more than three (3) floors.

Section 33.4. **Maximum Checkouts.** The maximum number of checkouts that a Room Attendant will be assigned towards their daily room quota is twelve (12). When twelve (12) checkouts are assigned, no additional rooms will be required. If an employee cleans a stay over room that later becomes a check-out and must return to clean the room, it shall count as an additional checkout toward the quota. Effective January 1, 2022 the maximum number of checkout rooms is reduced to eleven (11).

Section 33.5. **Check Out Drops.** Effective one month after ratification:

(a) One (1) credit will be deducted from the quota for eleven (11) or more checkouts. Effective January 1, 2023 the one credit will be deducted from the quota of ten (10) or more checkouts.

Section 33.6. **Buying Rooms.** Room Attendants shall be paid three dollars ($3.00) per bought stayover room and five dollars ($51.00) per bought checkout room.

Section 33.7. If a guest declines service or places as DND on the door, the Hotel may reassign
other available rooms to be cleaned. Room Attendants must promptly notify the Hotel of DNDs or guest refusals of service.

Section 33.8. Room Attendant Sections. Room Attendants will have regularly assigned sections, assigned in order of classification seniority. Section assignments that exist as of start date of this Agreement shall remain in effect. When a new section assignment opens or is created, employees shall have the right to bid on the assignment in order of classification seniority. The housekeeper who bids with the highest classification seniority shall be awarded the assignment as his/her regular section, provided they have no documented performance related issues. The Hotel shall maintain a posted list of sections.

Section 33.9. Consistent with current practice, a Room Attendant will contact management if he or she encounters bodily fluids in a room to have the bodily fluids cleaned by a supervisor.

Upon verification by management of an excessively dirty room, the Hotel will discuss appropriate options with the Room Attendant which may include; a room drop, the reassignment of another room or to provide additional assistance at Hotel’s discretion.

Section 33.10. In the event a Room Attendant cleans a room occupied by a guest with a known pet, the Room Attendant will receive a one (1) credit reduction on the date of check-out. In the event Room Attendant has an extremely dirty room caused by the pet, the Room Attendant shall immediately notify their supervisor. The supervisor and employee shall attempt to reach a mutually agreeable resolution, such as supplying additional help, the reduction of one (1) credit or any other mutually acceptable solution.

Section 33.11. Rollaways. If a room has a rollaway bed, the Hyatt Housekeeping Associate shall receive three dollars ($3.00) for each rollaway bed that he or she makes.

Section 33.12. In the event a Room Attendant is to be disciplined for cleaning a room improperly and the condition of the room is discovered before his or her quitting time, and the Room Attendant has not left the property, such Room Attendant shall be shown the room and informed of the deficiencies.

Before any discipline of the Room Attendant for not conforming to new or changed quality or service standards, the Employer shall have informed the Room Attendant and the Union of such new or changed standards in writing. In any case, a Room Attendant shall not be disciplined for the first incident of not conforming to new or changed quality or service standards.

The Union retains the right to grieve any discipline resulting from the assertion that a room has not been properly cleaned.

Section 33.13. Long handled brushes shall be available to the Room Attendants, upon request, to clean showers, including grout, including at least two (2) extension sticks for the “stick-n-roll” used to pick up hair.

Section 33.14. To insure quality guest service, the Hotel is responsible for providing sufficient supplies, clean sheets, towels and linens for the Room Attendants to appoint each room that she is assigned. If a Room Attendant does not have sufficient supplies to complete her rooms during
her shift, then she shall not be required to complete those tasks in rooms for which she lacks sufficient supplies, provided that the Room Attendant informs management promptly upon learning of the lack of sufficient supplies.

The Employer and the Union agree to form a joint linen committee. The committee shall be composed of two (2) current housekeeping employees designated by the Union and up to two (2) management representatives designated by the Employer. The committee shall discuss and consider new or changed linen supplies as it may affect employees in the performance of their required duties.

Section 33.15. Gratuities. Gratuities designated by guests for employees are the sole property of employees. They will be distributed to employees and will not be retained by the Employer.

**ARTICLE 34 – IN ROOM DINING**

Section 34.1. The current practice of pooling the room service charge shall continue unless agreed upon otherwise in writing between the Union and Hotel.

Section 34.2. The Hotel shall provide In Room Dining Servers with a weekly report showing their charged gratuities and any “extra gratuity” earned by each server. The Hotel shall not pool the “extra gratuity.” The Hotel shall continue to calculate the “Top Up” at the end of each week. Upon request, the Hotel shall provide the Union with the tip pool allocation, including “Top Up”.

Section 34.3. The Hotel shall maintain a delivery log for room service and amenity deliveries, which shall be available for review by all room service employees.

Section 34.4. Room Service Servers shall receive the following for each delivered amenity:

<table>
<thead>
<tr>
<th>Amenity</th>
<th>January 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Amenities</td>
<td>$4.75</td>
</tr>
<tr>
<td>VIP Amenities (Diamond, etc.)</td>
<td>$5.50</td>
</tr>
<tr>
<td>Amenity Restock/Refresh</td>
<td>$3.25</td>
</tr>
<tr>
<td>Premiere Set-Up and Stock Fridge</td>
<td>$10.75</td>
</tr>
<tr>
<td>Premiere Restock/Refresh</td>
<td>$4.75</td>
</tr>
</tbody>
</table>

The Parties recognize that an amenity may include more than one item.

Section 34.5. Room Service Servers shall continue to receive 100% of the service charge. In the event the Hotel increases the service charge during the term of the contract, Servers shall receive 100% of the increase for the first two percent (2%) and no less than 50% of any increase to the service charge thereafter.

The Employer shall retain all room service delivery fees.

**ARTICLE 35 GUEST SERVICES**

Section 35.1. Dead Rooms

Because of safety and security concerns, the Hotel, as a standard practice, shall request that the
guest be present when Bellmen perform guest room moves. If for any reason the guest cannot or
does not wish to be present, the room move shall nevertheless occur, in which event the Hotel
shall pay the Bell Attendant the sum of five dollars ($5.00) for every such “dead room” move.

Section 35.2. Room Drops – Group Contract Amenity Deliveries

   a) Guest Service Agents shall receive the following sum per delivery for in-room
delivery of guest room amenities.

   Effective January 1, 2020 $7.00 per delivery

   b) Guest Service Agents shall receive the following sum per delivery for delivery
under the door or at the door of guest room amenities.

   Effective January 1, 2020 $5.00 per delivery

   1. For all guest name specific deliveries, fifty cents ($0.50) per delivery will be
added to the amounts above in Sub-sections (a) and (b).

   2. Multiple items delivered to a room will be paid at eight dollars ($8.00) per
delivery

Section 35.3. Porterage

For all groups for which the Guest Service Agents are required to perform baggage services as a
result of pre-arranged service, Guest Service Agents shall receive a “target rate” of ten dollars
($10.00) in total, representing five dollars ($5.00) per room when the guest(s) checks in and five
dollars ($5.00) per room when the guest(s) checks out.

The Hotel may agree with a group to charge (and pay to Guest Service Agents) an amount less
than stated above for such pre-arranged services if the group refused to pay the target rate,
provided that the Hotel shall be required to consult in advance with the Union, and if not
immediately available, the department Shop Steward, prior to agreeing to an amount less than the
target rate, and provided further that, upon request, the Hotel, no more frequently than once per
quarter, shall provide the Union with a list of such groups, the date of arrival and the lesser rate
charged for the pre-arranged service.

The Hotel shall make available to Guest Service Agents and maintain an accurate record of
employees assigned to each group and the collection, assignment, and distribution of porterage
for such groups and for the distribution of all other fees. Upon request, the Bell Department shop
steward shall meet with management to discuss upcoming business.

Nothing in this Section shall prevent payments that are higher than five dollars ($5.00) per room
in total.

Payments will be divided equally among the employees who perform the in and out functions
respectively.
Section 35.4. Package Deliveries

Guest Service Agents shall be paid three dollars ($3.00) per package for the retrieval of packages, if necessary, and the delivery of packages to guests.

Guest Service Agents shall receive twenty-five dollars ($25.00) for the delivery of packages to the Convention Center.

Section 35.5.

(a) Guest Service Agents shall receive six dollars ($6.00) for each non-customer/non-guest who stores luggage with the Hotel.

(b) Where groups which pay on a master account and decline porterage and arranges through the Guest Services Department, for the storage of luggage for members of their group before or after they check in/out, Guest Service Agents shall receive two dollars and fifty cents ($2.50) for each guest who stores luggage in the Hotel. This Sub-Section only applies to groups contracted after the ratification date of this Agreement.

ARTICLE 36 – BAR, RESTAURANT AND KITCHEN

Section 36.1. At restaurants and bars, an twenty percent (20%) automatic service charge shall be applied to groups of six (6) or more and shall apply to both food and/or drink orders. The Hotel shall implement an equitable rotation system whereby groups of six (6) or more are rotated to different servers.

Section 36.2. Servers and bartenders shall continue to be able to split guest checks and transfer guest checks. Servers shall not be required to pay back credit card shortage or funds for a walkout unless it can be shown that such loss or shortages is caused by a dishonest or willful act or gross negligence of the employee. Nothing contained in this Article shall prohibit the Employer from disciplining an employee pursuant to Article 7 (Discipline and Tracts of Discipline) for failing to secure proper payment.

Section 36.3. Coupons/Discounts/Complimentary Meals

When AAA and World of Hyatt Members are given a complimentary breakfast buffet, or a guest receives a discounted meal, servers will receive an automatic 18% gratuity of the retail value plus any additional gratuity provided by the guest.

When serving guests who have been given a complimentary meal or beverages by the Hotel, the Server shall be paid a service charge of eighteen percent (18%) of the retail value of the food and beverage served.

Section 36.4. The Hotel shall provide Bartenders with a bank of at least $250. The Bartenders will be subject to the Hotel’s cash handling procedures.

Section 36.5. Gratuities and wage “Top Up” shall be calculated weekly. Gratuities shall continue to be paid out bi-weekly. The Employer shall maintain a record of service charges and
charged tips paid to the servers and bartenders. Upon request, the Hotel shall provide the Union with the “Top Up” calculation.

Section 36.6. Employees scheduled to work at Perks shall be permitted to have a tip jar that is visible to guests.

Section 36.7. **Staffing and Walked Tabs.** The Hotel and Union will meet to discuss staffing issues in the food and beverage outlets including the Barback and Runner positions as well as discuss options for a gratuity when a guest secures payment but fails to sign and close out a check.

Section 36.8. The Hotel shall evaluate the work performance of cooks annually and inform them of ways to learn and grow in order to progress in career path.

**ARTICLE 37 – BANQUETS**

Section 37.1. Transparency of Records: The Employer shall maintain a record of service charges, price of the function and service charges paid to the banquet employees. Event Orders (EO’s) shall be posted in the banquet office. The Hotel shall make available to any Banquet employee, upon request, a breakdown of their individual itemized distribution of gratuities, fees, and hours worked for the past week. Upon request, Banquet records shall be made available to authorized Union representatives.

Section 37.2. **Staffing List.** The Banquet department shall utilize the staffing lists which shall be scheduled to work in the following order;

(a) Full-Time Banquet Servers
(b) Part Time Banquet Servers
(c) On-Call Banquet Servers
(d) In-House Workers from other Departments
(e) “Sister” Hotel Banquet Servers
(f) Temporary Employees

Section 37.3. As per Article 31 (Subcontracting), the Hotel shall be permitted to use leased or temporary agency employees to perform Banquet Server/Bartender work if all in-house lists and bargaining unit employee options have been exhausted recognizing that the use of in-house employee options shall not require the Hotel to incur overtime.

Upon ratification of this Agreement, the Employer shall establish an in-house Banquet Server list which shall consist of bargaining unit employees in classifications other than banquet server. The Employer shall have the right to add and remove bargaining unit employees from the in-house list, as long as the decision is not unreasonable.
Upon ratification of this Agreement, the Employer shall establish an on-call Banquet Server list. The Employer shall have the right to add and remove servers from the on call list.

The Employer shall offer shifts to employees on the in-house list by giving priority, in priority order to trained Convention Service Housemen, a la carte Servers/Bartenders, other food & beverage employees and other bargaining unit members. All interested and eligible employees who sign up to be on the in-house list, shall be given a number, shall be placed by Hotel seniority within their priority group. After the list is established, anyone who passes the training will be added to the bottom of the list within their priority group.

The Employer shall not reschedule any bargaining unit member to work a banquet shift, if the shift conflicts with the employees previously scheduled work assignment. For example, a Room Attendant must complete their Housekeeping assignment before working a Banquet function. Likewise, the Employer is not obligated to schedule any bargaining unit member to work banquets if it would cause overtime.

Upon ratification and once a year thereafter, all banquet employees will be given the option to place their name on the “sister” hotel (Hyatt Regency San Antonio) list for (c) or (d) above. Only those employees who “opt in” will be called for work in the “sister” hotel.

Section 37.4. Scheduling. The Hotel shall continue its practice of scheduling full-time Banquet Servers to maximize these employees to forty (40) hours in a seven-day workweek; but at the same time the Parties recognized that less than forty (40) hours may be scheduled. In the event there is less than forty (40) hours available for all full-time Banquet Servers, the Hotel will attempt to equalize available hours among full-time Banquet Servers. If the Hotel needs to schedule full-time Banquet Servers for more than forty (40) hours in work week, the Hotel shall assign any such additional hours on a rotational basis among regular full-time Banquet Servers. If a regular full-time Banquet Server passes the additional work assignment opportunities or is not available when the offer is made, it shall be considered a pass (the server misses their turn) and the opportunity will go to the next server in the rotation. In the event that there are additional Bartending shifts available after full time and part time Banquet Bartenders have been scheduled, additional Bartending shifts will be filled by qualified full time and part time Banquet Servers on a rotational basis. Upon request by either Party, the Union and the Hotel may discuss issues with Banquet scheduling.

Captains may work a function in the event they are not needed in their Captain capacity and additional servers are needed. In such case, the Banquet Captain shall be scheduled at the bottom of the full-time Banquet Servers seniority list.

Section 37.5. Service Charge

As of January 1, 2020, Banquet Employees shall receive a total of thirteen and three-quarter percent (13.75%)(13.75 points) of the food and beverage service charge.

As of January 1, 2024, Banquet Employees shall receive a total of fourteen percent (14.00%) of the food and beverage service charge.
The Captains, Banquet Servers and Bartenders shall pool the food and beverage service charge weekly.

Nothing in this Section prevents the Hotel from increasing the service charge and retaining the entire amount of said increase during the term of this Agreement.

Leased or temporary agency employees will be counted in the calculation of the service charge to be distributed to Banquet Servers covered by this Agreement and the portion of the service charge attributable to hours worked by leased or temporary agency employees will be retained by the Hotel.

Section 37.6. Sales and Promotional Events:

For “S&P” events the following amounts shall be added to the employee tip pool(s) per Captain, Server and/or Bartender:

- Coffee Breaks $25
- Breakfast $30
- Lunch $35
- Dinner $50
- Light Receptions $40
- Beverage Receptions $40
- Site Inspections $35
- Heavy Receptions $45

Section 37.7. Banquet Committee

The Employer and the Union agree to form a Banquet Committee. The committee shall be composed of two (2) current Banquet employees designated by the Union and up to two (2) management representatives designated by the Employer. The committee shall discuss and consider new or changed banquet issues as they arise as it may affect employees in the performance of their required duties.

Section 37.8 Tip Jar: Subject to Meeting Planner approval a tip jar may be placed at a non-cash banquet bar. The Employer is the only party discussing the tip jar option with the Meeting Planner. In the absence of the Meeting Planner approval, tip jars will not be used at a non-cash banquet bar. The tip jar form and location is determined by the Employer.

ARTICLE 38 – NON-DISCRIMINATION

Section 38.1. There shall be no discrimination against any employee on account of Union activity, race, color, creed, sex, age, religion, national origin, mental or physical disability, sexual
orientation, or veteran status, as defined by law.

Section 38.2. Hyatt is an equal opportunity employer and federal contractor or subcontractor. Consequently, the Parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Section 38.3. Any reference in this Agreement, including job classifications, to one gender shall be deemed to include the opposite gender.

ARTICLE 39 – POLICY AGAINST HARASSMENT

Section 39.1. Hyatt shall apply its corporate Policy Against Harassment dated November, 2013, as may be amended, for all bargaining unit members. In the event the Hotel amends its policy, it shall notify the Union and negotiate any changes, if requested by the Union within ten (10) calendar days of receipt of the changes.

Section 39.2. Consistent with the corporate Policy Against Harassment, if an employee feels that they are being harassed by a co-worker, guest, vendor or client, they should tell that individual to stop the harassing conduct where appropriate. Further, the employee should report the harassment to a supervisor or manager. If the alleged harassment is by a guest, the supervisor or manager will intervene to assure the safety of the employee, including but not limited to, taking over service with the guest or requesting the guest to leave the area. All complaints of unlawful harassment that are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted.

ARTICLE 40 IMMIGRATION AND HUMAN RIGHTS

Section 40.1. Non-discrimination

No employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits solely due to any changes in the employee’s name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.

Section 40.2. Workplace immigration enforcement

The Employer shall: Notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or if it is contacted by the
Department of Homeland Security (DHS) or any other government agency related to the immigration status of the employee covered by this Agreement or if a search, arrest warrant, administrative warrant, subpoena, or other request for document is presented to the Employer. The Union agrees that is shall keep confidential any information it obtains pursuant to this Section and that is will use any such information solely to represent or assist the affected employee(s) in regards to the DHS matter. To the extent legally possible, the Employer shall offer a private setting for questioning for employees by DHS.

Section 40.3. Re-verification of Status

(a) No employee employed continuously on or before November 6, 1986, shall be required to document immigration status

(b) The Employer shall not retain in its files copies of the identity and work authorization documents presented by the employee

(c) The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC 1324a (1) (B) and listed on the back of the I-9 form or as otherwise required by law.

(d) In the event of a sale of the business of its assets, the Employer shall offer to transfer the I9 forms of its employees to the new Employer or, at the Employer’s option, to jointly maintain the I-9 forms of its employees with the successor Employer for the period of three (3) years, after which the successor employee shall maintain said forms.

(e) The Employer shall not take adverse employment action against an employee based solely on the results of a computer verification of immigration or work authorization status.

Section 40.4. Social Security No-Match Letters

In the event that the Employer receives notice from any government agency, including but not limited to, the Social Security Administration (“SSA”) that one or more of the employee names and Social Security numbers (“SSN”) that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA’s records, the Employer agrees to the following.

(a) the Employer agrees that is will not take any adverse actions against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no-match letter and

(b) the Employer agrees that it will not require employees listed on the notice to bring in a copy of their Social Security card for the Employer’s review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status solely as a result of the receipt of a no-match letter, unless otherwise required to avoid risk of prosecution, and
(c) the Employer agrees not to contact the SSA or any other government agency, solely as a result of receiving a no-match from the SSA.

Section 40.5. **Seniority and Leave of Absences for immigration related issues**

Upon request, employees shall be released for up to five (5) unpaid working days per year during the term of the Agreement in order to attend to DHS proceedings and any other related matters for the employee and the employee’s immediate family (parent, spouse, and/or dependent child). The Employer may request verification of such leave.

In the event that an employee has a problem with his or her right to work in the United States, after completing his or her introductory or probationary period, the Employer shall notify the Union in writing, and upon the Union’s request, agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

In the event that an employee does not provide adequate proof that he/she is authorized to work in the U.S. following his probationary or introductory period, and his/her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his former position, without loss of prior seniority (but length of service for vacation or other benefits does not continue to accrue during the period of absence) upon the employee providing proper work authorization within 12 months from the date of termination.

If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee’s former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twelve (12) additional months. The Parties agree that such employees would be subject to a probationary period in this event.

Section 40.6. **Limited-English proficient workers**

(a) While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice when speaking amongst themselves during work hours provided that such conversations are conducted in a manner that is respectful of guests and other employees and is consistent with quality guest services.

(b) Upon request of the employee, the Employer shall provide interpreters from its staff, where such staff is available, for employees not fluent in English during any investigation interview that may lead to discipline or discharge. Where the Employer is unable to so provide an interpreter, the Union may provide an interpreter.

Section 40.7. **Citizenship Holiday**

On the day that an Employee is sworn in as a U.S. citizen, the Employee will be excused from work and will be compensated for all lost time at the same rate used for holiday pay.

Section 40.8. **Compliance with the Law**
Nothing in this Article shall be construed or applied so as to interfere with the Employer’s legal obligations.

**ARTICLE 41 – SUBSTANCE ABUSE POLICY**

Section 41.1. Hyatt shall apply its corporate Substance Abuse Policy, as may be amended, for all bargaining unit members. In the event the Hotel amends its policy, it shall notify the Union and negotiate any changes, if requested by the Union within ten (10) calendar days of receipt of the changes.

Section 41.2. The Hotel agrees not to institute any random drug testing policies unless required to do so by law.

Section 41.3. The Parties agree that drug or alcohol abuse may be considered a disease and in such a case should be treated as such. Nevertheless, all disciplinary action taken in connection with drug or alcohol use shall be governed by the just cause provision of this Agreement.

**ARTICLE 42 – SUCCESSOR**

Section 42.1. In the event that Hyatt voluntarily sells, transfers, or assigns all its right, title, or interest in the operation covered by this Agreement or substantially all of the assets used in such operation (or any part thereof in a permanent transaction), or in the event there is a change in the form of ownership of Hyatt, Hyatt shall give the Union reasonable advance notice thereof in writing, and Hyatt further agrees that as a condition to any such voluntary sale, assignment, or transfer, Hyatt will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and retain facially valid I-9 forms maintained by its predecessor in interest without re-verifying the work authorization status of any employee for whom Hyatt provides to the successor a facially valid I-9 form, and furnish a copy of the written assumption agreement to the Union, in which event Hyatt shall be relieved of its obligations hereunder to the extent that Hyatt has fully transferred its right, title, or interest. The foregoing provisions concerning I-9 forms shall not apply where no such forms are required by domestic law, or where applicable law mandates the successor, without regard to any voluntary election by the successor, to require new bargaining unit employees to complete new I-9 forms, and shall not prohibit the successor(s) from taking reasonable actions and/or requiring employees to take reasonable actions to correct material omissions and errors in I-9 forms received from a predecessor. Nothing in this provision shall be construed to require Hyatt or any successor to employ individuals who are not authorized to work in the United States, or to prohibit Hyatt or any successor from conducting an E-Verify review of I-9 forms received from a predecessor if such E-Verify review is mandated pursuant to Hyatt’s or successor’s status as a Federal Government contractor or by other provision of law.

Section 42.2. Hyatt shall not divide or diminish the scope of the bargaining unit by contracting for the use of any space within the Hotel and within the control of Hyatt for operations of any sort customarily performed by bargaining unit employees, including but not limited to food and beverage outlets; provided, however, any such contracting may be done by Hyatt only in
accordance with the terms of this Agreement, including those concerning subcontracting, and this provision does not alter or reduce the other provision of this Agreement to any extent.

Section 42.3. If ownership of the Hotel is transferred in an involuntary transaction, Hyatt shall deliver to the Union copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees except those files which are delivered to the transferee because it has employed or has made a legally binding commitment to employ the employees to whom the files pertain.

Section 42.4. The provisions of this Agreement prohibiting strikes shall be suspended upon the initiation of any proceeding to authorize the sale of the Hotel in an action filed under Chapters 7 or 11 of the United States Bankruptcy Code with respect to the Hotel or with respect to a business segment that includes the Hotel, or by delivery to Hyatt of a notice of sales in foreclosure or other similar notice that the Hotel will be taken in a transaction that is not voluntary by Hyatt, except where prohibited by domestic law, and shall remain suspended unless and until the condition that caused the suspension has been resolved completely or the Union delivers a written waiver of the suspension. Hyatt shall deliver written notice to the Union of a filing or notice covered by this subsection within five days after Hyatt files or receives the petition or notice, and shall include a copy of the petition or notice.

Section 42.5. The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Article.

Section 42.6. The obligations of this Article shall expire one (1) year following the expiration of the Agreement. During this one (1) year period, the obligations of this Article shall be enforced through the procedures for arbitration provided elsewhere in this Agreement and the Union shall retain the power to seek injunctive relief through judicial action as provided in this Section.

ARTICLE 43 – COMP ROOM POLICY

Section 43.1. Hyatt shall apply its corporate Complementary Room Policy, as may be amended, for all bargaining unit members. Currently, the policy provides that, subject to availability, all regular full-time and part-time Hyatt employees with more than one (1) year of service continue to eligible to receive complimentary room nights. Full-time employees receive twelve (12) complimentary room nights and part-time employees receive six (6) complimentary room nights per calendar year for personal travel at domestic Hyatt Hotels and participating Hyatt Hotels internationally. Employees may stay a maximum of three (3) nights per calendar year at any single hotel using the complimentary room rate.

In the event the Hotel amends its policy, it shall notify the Union and negotiate any changes, if requested by the Union within ten (10) calendar days of receipt of the changes.
ARTICLE 44 – BUS PASSES AND PARKING

Section 44.1. Consistent with current practice, eligible employees shall be entitled to an annual bus pass at no cost to the employees provided that VIA Metropolitan Transit continues to offer its EZ Ride Program to the Employer.

Section 44.2. In the event the EZ Ride Program is significantly changed or discontinued, the Parties agree to meet and discuss alternatives including the reallocation or redistribution of the Employer’s portion of payment to VIA Metropolitan Transit.

Section 44.3. Subject to availability, monthly parking shall continue be made available to employees.

Section 44.4. Consistent with current practice, third shift employees shall be provided cost-free parking.

Section 44.5. If an employee who purchased monthly parking is denied access by the Hotel due to occupancy or any another reason, she or he shall be reimbursed that day’s parking fee.

ARTICLE 45 SAVINGS PROVISION

Section 45.1. If any article, section or clause of this Agreement is declared to be unenforceable by a court of competent jurisdiction under any in federal, state or local law, such article, section or clause shall be stricken from the Agreement, but all other provisions of this Agreement shall remain in full force and effect.

Section 45.2. The Parties agree to negotiate to attempt to cure such invalidity. In the event that the Parties are unable to reach agreement, each of the Parties agrees to submit its last, best and final proposal to final and binding arbitration. The arbitrator, who shall be selected pursuant to the provisions set forth in Article 7 of this Agreement, shall select the last, best and final proposal of wither the Employer or the Union to be included in this Agreement, following a hearing on the matter. The arbitrator shall not have the authority to modify, alter, amend, supplement, add to or delete from either Party’s last, best and final proposal. The proposal selected by the arbitrator shall become part of this Agreement as of the date of the arbitrator’s decision.
ARTICLE 46 – DURATION

This Agreement shall become effective as of January 1, 2020 and shall remain in effect until midnight, December 31, 2024. It shall automatically renew itself from year to year thereafter unless either Party shall give written notice to the other Party not less than sixty (60) days prior to December 31, 2024.

Executed this 28 day of Sept, 2020.

HYATT CORPORATION, AS AGENT OF HOTEL INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A GRAND HYATT SAN ANTONIO

By: Philip Stamm
philip.stamm@hyatt.com
Its: AVP / GM
Date: 10/02/2020

UNITE HERE, LOCAL 23

By: [Signature]
Its: Sec-Treasurer
Date: 9/22/20

Penny Nichols Bowden Area Dir Colleague Exp Hyatt
penny.bowden@hyatt.com 09/29/2020

Michael D'Angelo VP, Labor Relations
michael.dangelo1@hyatt.com 10/02/2020

Roman La Rose Area Hotel Manager
roman.larose@hyatt.com 09/29/2020

Fabiola Ruiz Colleague Experience Director
fabiola.ruiz@hyatt.com 09/29/2020

Araceli Torres Colleague Experience Director
araceli.torres@hyatt.com 09/29/2020
**APPENDIX A**

**SCHEDULE A – CONTRACT HOURLY WAGE RATES**

<table>
<thead>
<tr>
<th>Non-Tipped Classifications</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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<td>30¢</td>
<td>35¢</td>
<td>35¢</td>
<td>35¢</td>
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<td>Events (CS) Supervisor</td>
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<tr>
<td><strong>Housekeeping (HK)</strong></td>
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<td>Housekeeping (Room Attendant,</td>
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<td>$14.55</td>
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<tr>
<td>Attendant, Houseperson</td>
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<td></td>
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</tr>
<tr>
<td><strong>Laundry</strong></td>
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<td>Laundry Driver</td>
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<td><strong>Miscellaneous</strong></td>
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<td>$15.50</td>
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*Wage increases in Years 2 through 5 are split*
<table>
<thead>
<tr>
<th>Tipped Classifications</th>
<th>1/1/20</th>
<th>1/1/21 20¢</th>
<th>1/1/22 20¢</th>
<th>1/1/23 20¢</th>
<th>1/1/24 20¢</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restaurant Server</td>
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<td>$10.30</td>
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<tr>
<td>IRD Server</td>
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<td>$4.85</td>
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<td>Commissioned Classifications</td>
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<td>$4.50</td>
<td>$4.50</td>
<td>$4.50</td>
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</table>
APPENDIX B

SUBCONTRACTING AGREEMENT

This Agreement entered into this 1st day of January, 2020 by and between UNITE HERE Local 23 ("Union") and HYATT CORPORATION, AS AGENT OF HOTEL INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A GRAND HYATT SAN ANTONIO ("Hotel"):  

WHEREAS, the Union represents employees employed at the Hotel; and 

WHEREAS, there are currently employees of "Temporary Agency" companies working in the Hotel in positions that bargaining unit employees also fill; and 

WHEREAS, the Parties have agreed to limit, over time, the use of "Temporary Agency" employees in the Hotel;  

THEREFORE, the Hotel and Union agree as follows: 

1. The Parties agree to limit the use of "Leased" or "Temporary Agency" employees in bargaining unit positions as follows: 

   • Bussers/Runners, Stewarding, Events Set up (Convention Services), Public Area Attendants, Guest Request Runners, Turndown Attendants Laundry and Housemen, per past practice as of January 1, 2020. 

   • Housekeeping as follows: 
     
     • Effective July 1, 2020, the Hotel shall abide by Article 31 (Subcontracting) of the Parties’ collective bargaining agreement with regard to the use of leased or temporary agency employees in the Housekeeping department. 

     • Banquet Department – The Employer shall also be permitted to use leased or temporary agency employees to perform banquet server or bartender functions if all in-house lists and bargaining unit banquet server options have been exhausted provided that the use of in-house employee options shall not require the Employer to incur overtime. 

2. The Employer shall also be permitted to use temporary agency employees to perform housekeeping and stewarding if all bargaining unit employee options within the respective classification(s) have been exhausted. The Employer agrees that the use of temporary agency employees in housekeeping and stewarding shall only be on an occasional and short-term basis. 

3. Notwithstanding anything contrary in this Agreement, a nonexclusive list of services that may be performed by outside contractors that are permitted to continue is attached to this Agreement as Exhibit A.
4. At that time of transitioning work from an employee(s) of a Temporary Agency to a direct employee(s), the person(s) employed by the Temporary Agency who is performing the work shall have right of first refusal to fill the direct employee position insofar as the Hotel is permitted to do so without penalty. If more Temporary Agency employees want to take the open Hotel position(s) than there are positions, then preference shall be by years of service rendered at the Hotel. Temporary Agency employees hired by the Hotel shall be treated as new hires. Should the Temporary Agency employee decline the position or is not eligible for hire in accordance with standard Hyatt requirements, then the job shall be posted and filled as per Article 9 of the Parties’ Collective Bargaining Agreement.

5. Should a dispute arise as to the interpretation or implementation of this Agreement, either Party may submit the dispute to binding arbitration as provided in the Parties’ Collective Bargaining Agreement.
EXHIBIT A OF APPENDIX B

- Audio Visual services
- Business Center services
- Gift Shop
- Centralized Reservations
- Package and Shipping Services
- Warranty Services
- Window washing
- Plants and decorations
- Overnight cleaners
- Cooks for Cultural Events, for example Kosher or Indian functions
- Repairs to electric and mechanical equipment
- Renovation work
- Upholstery repair, maintenance and cleaning
- Drape and sheer cleaning and maintenance
- Mechanical, insulation
- Furniture, wood repair and refinishing
- Boiler and plumbing mechanical
- Tank cleaning
- Generator repair and maintenance
- HVAC repair and maintenance
- Paving, sealing and coating
- Machine shop pumps
- Door and lock repair
- Mason work (e.g.: granite; marble, or concrete work)
- Tile work
- Elevator and escalator service and repair
- General contracting for projects
- Waste and garbage removal
- Roofing
- Sign and banner rigging, repair and maintenance
- Fitness equipment repair and maintenance
- Welding and metal work
- Grounds and landscaping, interior and exterior
• Water treatment and water proofing
• Television, radio, and telephone repair and maintenance
• Kitchen and laundry repair and maintenance
• Electrical and cabling
• Telephone service, maintenance and repair
• Security and communication systems
• Exterminators
• Ice and snow removal
• Collection of hazardous waste
• Fire equipment testing and inspections
• Document destruction services
• Vending
• Water filtration equipment services
• Event services, decoration and drayage
• Laundry and dry cleaning services (except what is done in-house)
• Kitchen grease and exhaust system cleaning
• Pool repair, maintenance and supervision services
• Flooring installation
• Glass repairs and maintenance
• Carpentry (if in-house not qualified or based on business necessity/efficiency)
• Plumbing (if in-house not qualified or based on business necessity/efficiency)
• Painting, drywall and wallpaper installation, repair and maintenance (if in-house not qualified or based on business necessity/efficiency)
• Parking garage management
• Parking valet and door services
• Catastrophe restoration services
• Uniform providers, dry-cleaning and maintenance
• Convention branding, graphics and services
• Carpet deep cleaning services
APPENDIX C

Attendance and Punctuality Policy

Each Colleague is responsible for knowing and complying with the Attendance Policy.

Proper Call-in Procedures

It is the employee’s responsibility to know and comply with their work schedule each week.

Colleagues must personally notify their immediate supervisor or manager at least 2 hours before their scheduled reporting time if unable to report to work. Employees may not rely on friends, relatives, or fellow employees to report absences.

If a Colleague has exhausted all efforts to reach their supervisor or another manager in their department, and employee must leave the following information with the Hotel Security Department:

- Colleague’s name and department
- Date and time scheduled for work
- Specific reason for absence
- Telephone number where Colleague may be reached

The Colleague must continue calling the hotel until a manager is contacted to ensure the original message was received, and advise an anticipated return date.

Absence(s) of More Than 1 Day

Absences of more than 1 day must be reported daily unless other arrangements have been made with employee’s supervisor or manager. Absences of more than one day will count as one occurrence if the same circumstances apply. Extended absences due to illness, injury or family care require an approved Medical Leave of Absence, as discussed in other portions of Employee Handbook and the collective bargaining agreement. A doctor’s note will be required for absences of three (3) or more days.

Tardiness

Colleagues will be considered tardy if not dressed in proper uniform and signed in or clocked-in by their scheduled shift start time. Colleagues must notify their supervisor or manager as soon as possible, and provide them with an expected arrival time. Prior notification of tardiness to the manager does not excuse the tardy. A tardy of more than 7 minutes will be considered unexcused. Tardiness equals one-half (1/2) occurrence after 7 minutes to 30 minutes after their scheduled shift.
• If an employee calls in within two (2) hours of the start time of their scheduled shift, and/or reports to work after 30 minutes to 120 minutes of their scheduled shift: results in one (1) occurrence.

• If an employee calls within two (2) hours of the start time of their scheduled shift, and/or reports to work after 120 minutes of the start of their shift and before half of their scheduled shift expires: results in two (2) occurrences.

• If an employee calls within two (2) hours of their scheduled shift but doesn’t report to work before half of their shift expires: results in four (4) occurrences.

In addition, the Hotel may issue one (1) occurrence in the event the Employee develops a pattern of not reporting to work at their scheduled time.

**Significant Illness or Disability**

Colleagues with significant illnesses or disabilities causing attendance or punctuality problems must bring the information to the attention of their supervisor or manager. Hyatt is an equal opportunity employer and is in full compliance with all local, state, and federal laws. All absences covered by the Family and Medical Leave Act should be handled by the Human Resources Department on a case-by-case basis.

**Excused Absences**

Absences due to previously approved bereavement leave, military obligation, union, jury duty or leaves of absence arranged through Human Resources are not subject to this policy. It is the responsibility of the employee to ensure they have obtained prior approval for any such obligation or leave. Any other absences specifically approved in advance by the employee’s supervisor or manager will not result in discipline under this Policy.

**Unexcused Absences or Tardiness**

As noted in the policy, certain instances of absence or early departure, or tardiness may be excused under this policy if previous arrangements have been made with employee’s supervisor or manager or with Human Resources. Unexcused absences, which are the occasion for discipline under this policy, include the following situations:

• Failure to call in at least 2 hours in advance of a scheduled shift.

• Tardiness of more than 7 minutes.

• Calling in sick on a requested day off that was denied unless otherwise substantiated by a doctor’s note.

• Leaving work prior to the end of the shift where it causes hardship on the operation.
• Any absence of three (3) or more days for which illness is claimed, but
colleague was unable to provide medical documentation.

• Absences when a colleague does not have paid sick days available or paid
sick days are not authorized, unless a doctor’s note is provided or available
excused sick day absences for part time or on call employees.

• Any unusual patterns of absence or tardiness that constitute abuse of the Hotel’s
policy.

Available sick pay may be used for the following reasons:

• Colleague’s unexpected absence due to personal illness, and/or

• Colleague’s unexpected absence due to illness of employee’s immediate
family (children, spouse, mother, father, sister, brother, domestic partner,
grandparent, grandchildren including adopted and/or step grandchildren,
mother-in-law or father-in-law).

Disciplinary Schedule

• 1/2 Occurrence through 4 1/2 Occurrences: Within a 12-month period: results
in discussion with manager and a written warning.

• Fifth Occurrence: Within a 12-month period: results in discussion with
manager and the department or division head and final written warning.

• Sixth Occurrence: Within a 12-month period: results in dismissal.

No Call-No Show Violations

All employees are required to report to work as scheduled, or to call off work consistent
with this Policy. In those cases where employees are classified as “No Call/No Show,”
ocurrences will be administered as follows:

• If an employee fails to call within two (2) hours of their scheduled shift and
fails to show report to work results in four (4) occurrences.

• If an employee fails to report to work and does not call in for two (2)
consecutive days will result in six (6) occurrences.
Part Time Employees

Part-time Colleagues who call off due to illness will have the following excused absence depending on their length of service:

<table>
<thead>
<tr>
<th>Days of Service</th>
<th>Excused Absence</th>
</tr>
</thead>
<tbody>
<tr>
<td>91</td>
<td>1 excused absence due to illness</td>
</tr>
<tr>
<td>151</td>
<td>+ 1 excused absence due to illness for a total of 2</td>
</tr>
<tr>
<td>181</td>
<td>+ 1 excused absence due to illness for a total of 3</td>
</tr>
<tr>
<td>January 1</td>
<td>3 excused absences</td>
</tr>
</tbody>
</table>

Excused absences will not carry over and the maximum amount of excused absences earned will not be greater than 3.

On Call Employees

On Call employees who call off due to illness will have the following excused absence depending on their length of service:

<table>
<thead>
<tr>
<th>Days of Service</th>
<th>Excused Absence</th>
</tr>
</thead>
<tbody>
<tr>
<td>91</td>
<td>1 excused absence due to illness</td>
</tr>
<tr>
<td>181</td>
<td>+ 1 excused absence due to illness for a total of 2</td>
</tr>
<tr>
<td>January 1</td>
<td>2 excused absences</td>
</tr>
</tbody>
</table>

Excused absences will not carry over and the maximum amount of excused absences earned will not be greater than 2.
SIDE LETTER #1

BANQUETS

Extra shifts available to “Sister” Hotel Banquet Servers and In-House workers from other Departments shall be posted on the department bulletin board at 5PM every Thursday. Eligible employees will have until 5PM every Friday to sign up for extra shifts. Available shifts will be filled on a first-come first-serve basis. Regular banquet servers shall be permitted to request additional shifts before extra shifts are posted and shall be scheduled before “Sister” Hotel Banquet Servers and In-House workers from other Departments who sign up after Thursday at 5PM. In-House workers from other Departments who sign up for extra shifts shall be scheduled before “Sister” Hotel Banquet Servers.

The Employer may maximize full-time banquet servers above 40 hours in a given work week if those workers have elected to receive extra hours and that doing so does not cause other full-time employees to fall below 40 hours.

The Employer shall permit a designated union representative to review the schedule before the schedule is posted.

It is recognized that part-time bartenders shall be given priority scheduling for bartending shifts before full-time regular banquet servers. If bartending shifts are unavailable for part-time bartenders in a given week part-time bartenders shall be scheduled after hours have been maximized for full-time regular banquet servers.

Captains shall be responsible for determining and delegating dry-set work for the upcoming day. The company shall attempt to restrict dry-sets to continental breakfasts and coffee breaks. Banquet employees may dry-set other functions in cases of emergency or special circumstances.

It is recognized that standard shifts shall be scheduled two hours prior to doors opening for breakfast, lunch, dinner, and receptions. It is recognized that standard shifts shall be scheduled to end one hour after the function ends. The Hotel may schedule longer or shorter shifts in the case of non-standard functions. For non-standard functions a designated Union representative shall be permitted to review the schedule and confer with management.

It is recognized that when a function length extends beyond the scheduled time, Management with the assistance from the Banquet Captains will take responsibility for cutting staff. Captains shall first ask for volunteers and if volunteers are unavailable Captains shall send Servers home by reverse seniority.

It is recognized that the Stewarding department is responsible for requisitioning equipment for banquet functions. The Stewarding managers shall complete the pull-sheet, direct, and ensure that requisitions are accurately completed. The Employer shall ensure that the Stewarding department is adequately staffed to complete requisitions in an accurate and timely manner.
For Cash Bar Events without tickets the following amount shall be added to the employee tip pool per Bartender:

Fifty percent (50%) of the “Bartender Fees” Charged Per Event

Sales and Promotional Events: For “S&P” the following amounts shall be added to the employee tip pool per day:

Office (Beverage Only) $35
Office (F&B) $40

Staffing Ratios: For “S&P” the following amounts shall be added to the employee tip pool per day:

Coffee Breaks
- Beverage Only 1 Server per 100
- Continental 1 Server per 100
- Continental with Hot Add-On 1 Server per 75

Breakfast Plated
- Multiple Teams 1 Server per 25
- Single Function 1 Server per 20

Lunch Plated
- No Pre-Sets, Multiple Teams 1 Server per 20
- Pre-Sets, Multiple Teams 1 Server per 25
- Single Function 1 Server per 20

Dinner Plated
- Standard 1 Server per 20
- With Wine Service 1 Server per 15
- Personal Preference 1 Server per table

Breakfast Buffet
- Full service tables 1 Server per 40
Coffee Station, Roll-Ups  1 Server per 50
Single, Coffee Station, Roll-Ups  1 Attendant per 40
Standard Buffet  1 Attendant per 50

Lunch Buffet

Full service tables  1 Server per 40
Beverage Station, Roll-Ups  1 Server per 50
Single, Coffee Station, Roll-Ups  1 Attendant per 40
Standard Buffet  1 Attendant per 50

Dinner Buffet

Full service tables  1 Server per 30
Coffee Station, Roll-Ups  1 Server per 40
Single, Coffee Station, Roll-Ups  1 Attendant per 40
Standard Buffet  1 Attendant per 50

Bars

Cash Bar  1 Bartender per 100-150
Hosted Bar  1 Bartender per 100-150
Pick-Up  1 Server per 100-150

Receptions

Dependent on complexity of event

It is recognized that the Staffing Ratios shall be used for standard functions. The Hotel may deviate from the staffing ratios in the case of special events or extreme circumstances. For non-standard functions a designated union representative shall be permitted to review the staffing ratios and confer with management.

It is recognized that the convention services department shall continue the practice of setting up tables and setting linens at banquet events. Banquet Servers may assist in setting linens or buffet tables. It is recognized that the vast majority of this work remains the duty of convention service employees. The Hotel shall ensure that the convention services department is adequately staffed to set tables and linens in an accurate and timely manner.